



LOS ANGELES COMMUNITY COLLEGE DISTRICT

CITY / EAST / HARBOR / MISSION / PIERCE / SOUTHWEST / TRADE-TECHNICAL / VALLEY / WEST

REQUEST FOR PROPOSAL (RFP) NO. 23-10

WEB COMPLIANCE, ANALYTICS AND OPTIMIZATION SOFTWARE

RFP PROPOSED SCHEDULE	
RFP Posted	Tuesday, June 6, 2023
Questions regarding this RFP submitted to District by 2:00 pm PST	Friday, June 30, 2023
Questions and Answers posted to Website	Tuesday, July 11, 2023
Proposer Responses Due by 2:00 pm PST	Tuesday, July 25, 2023
Interviews with Proposers	Wednesday, August 16, 2023
Tentative Award Date	Friday, August 18, 2023
Board Date for Approval	Wednesday, September 13, 2023

**Procurement Unit
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017-3719
213. 891.2301**



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1. INTRODUCTION

1.1. Purpose of RFP

The purpose of this Request for Proposal (RFP) is to solicit proposals from well-qualified individuals and firms that can provide services and software tools which will allow the Los Angeles Community College District (LACCD) to adhere to the Web Content Accessibility Guidelines (WCAG) and maintain compliance with the American with Disabilities Act (ADA).

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 over five 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 Accrediting Commission for Community and Junior Colleges, a division of 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.



In Fall 2021 the District employed more than 6,000 full-and part-time personnel and served about 156,000 full-and part-time students in the 2021-22 academic year. More information about the District and its colleges can be found online at:

<https://www.laccd.edu/Departments/EPIE/Research/Pages/Fast-Facts.aspx>

The student population of the LACCD is ethnically diverse with 58 percent who identify as Hispanic/Latinx, 16 percent as White, 9 percent as African American, and 6 percent as Asian. More detailed information about LACCD students can be found at:

<https://app.powerbi.com/view?r=eyJrIjojN2JhOTA0OTktOGIwZi00NGQ0LTgxYjctMzQwZDMwNDQwMjQ3IiwidCI6IjBiNzEyNjFhLTQ5NWYtNGVhOS05OTExLWRhODQ0Yjk0MDJlZiIsImMiOjZ9>

In the 2019-20 Academic Year, the District conferred nearly 36,000 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. Over 20,000 students have participated in this program since its start in 2017.

2. SCOPE OF SERVICES

2.1. Scope of Services

Please refer to Appendix A, Specifications of Services and Scope of Services for details.

2.2. Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be effective for a period of three years with two (2) one-year options to renew for a maximum of five (5) years, from which services may be contracted. Said options will be exercised upon satisfactory performance and by written consent.

3. GENERAL INFORMATION AND GUIDELINES

3.1. District Contact Person



Andrea Daniel
Procurement Specialist
Los Angeles Community College District
Procurement Unit, 6th Floor
770 Wilshire Boulevard
Los Angeles, CA 90017-3719
TEL: 213.891.2301
email: danielar2@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 no 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

4.1. 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

RFP PROPOSED SCHEDULE	
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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 Tuesday, July 25, 2023.** Proposals are to be enclosed in a sealed package displaying the proposer’s name and California Secretary of State Certificate of registration/Entity File number the words: **“PROPOSAL RESPONDING TO RFP 23-10: Web Compliance, Analytics and Optimization Software ”**

Mail or deliver proposals to:

Los Angeles Community College District
 770 Wilshire Blvd, 6th Floor
 Los Angeles, California 90017
 ATTN: Andrea Daniel
 Procurement Specialist

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 Tuesday, July 25, 2023.** 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. 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.

D. 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.

E. Authorized Signatures

Exhibits A through G (Exhibit H excluded) 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.

F. 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.**

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.

G. 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.

H. Questions about RFP

Questions are to be submitted in writing by email to Andrea Daniel, at email address: danielar2@laccd.edu on or before **2:00 p.m. Pacific Standard Time, Friday, June 30, 2023**. Please include **"RFP 23-10 – Questions for "Web Compliance, Analytics and Optimization Software"** 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.

I. 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.

J. 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.

K. 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.

L. 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 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, 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.

M. 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.

N. 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, email address, and a description of the portion of Basic Services to be performed by the subcontractor.

O. 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.

P. 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.



Q. RFP as Part of Final Contract

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

R. 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 Cloud Computing Services Agreement is **presented in Exhibit H** 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.

S. 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 E** 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 E - "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 7 - Term of Agreement
- Section 21 - Governing Law
- Section 22 - Non-Discrimination
- Section 23 - Accessibility Requirements
- Section 26 - Board Authorization
- Section 31 - Requirements for Federally-Funded Contracts
- Section 33 - Family Educational Rights Privacy Act (FERPA)

The Proposer's attention is again directed to sections 16 and 17 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.

T. 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.

U. 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.

V. News Releases

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



W. 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.

X. 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.

Y. Contractor Evaluation

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

Z. Termination or Cancellation

The District reserves the right to terminate any contract awarded through this RFP by providing thirty (30) days' written notice to the Contractor.

AA. 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.

<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 "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.

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

The protest letter must state the basis for the protest and the remedy sought and



should be addressed to:

Valencia M. Moffett
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.

BB. 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 FORMAT AND CONTENT

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.

Failure to comply with the rules/format set forth herein may result in rejection of the RFP response.



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.

Failure to comply with the rules/format set forth herein may result in rejection of the RFP response.

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 Services



References (3)

Appendices

Appendix A – Scope of Services

Appendix B – Cost Proposal

Appendix C – Mandatory Documents to be Submitted in Response

Sections should be separated by labeled tabs.

Failure to comply with the rules/format set forth herein may result in rejection of the RFP response.

5.2.2. Required Content of Proposals

1. Cover Page

A cover page with the Proposer's name, the title, "RFP 23-10: Web Compliance, Analytics and Optimization Software" and submission due date and time. The Proposer should provide the corporate number issued by the California Secretary of State. (Please see 4.1.F 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.

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. Response to Specifications and Scope of Services

A. Proposals and Related Experience

This section should establish the ability of the proposer to satisfactorily perform the required work by reasons of demonstrated competence in the services to be provided, such as experience with Multi-Domain Support, User Support and Training and guidance for I.T. Accessibility Standards and Compliance as it relates to Website Compliance, Analytics and Optimization Services.

Specifically include:

- Background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your firm's ability to perform contractually. Certify that the firm and its principals are not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency, or declare and explain any such status.



B. Proposed Staffing and Project Organization

This section should discuss the staff of the proposing firm who would be assigned to work for LACCD. Demonstrate that the firm has professional personnel, by identifying the key parties to perform under contract with LACCD. Please indicate years of experience both on a firm and an individual basis.

- a) Identify the key personnel from your firm that who would be assigned to the District, include a brief description of their qualifications, professional certifications, job functions and office location(s).
- b) State the other lines of business in which your firm is engaged.

The evaluation will consider amongst other factors length of practice, education, training, relevant experience and longevity with the firm.

C. Work Plan

This section should establish the Proposer's understanding of the District's objectives and requirements, demonstrate the Proposer's ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work as described in the Scope of Services.

- Describe succinctly how your firm would accomplish the work and satisfy the District's objectives described in this RFP. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.
- Provide a summary of the Firm's experience in relation to the services contemplated in the RFP.
- Describe how the firm will provide services and fulfill the requirements and expectations of the District.
- Provide a summary of your Firm's experience in working with Community Colleges and the experience the staff assigned to this project.



5. References

A minimum of three (3) references to be included with contact names and information are required.

- List of business clients—especially community colleges and school districts—to which your firm has provided similar services in the past three years. Specifically, include the following: name and address of organization, description of work and date performed, contact name/title/phone numbers/email address.

6. Appendices to be Included in Proposal

1. Appendix A – Scope of Services.
2. Appendix B – Cost Proposal. Provide your Cost Proposal/Schedule of Fees. All Proposers are required to use Appendix B, Cost Proposal need to be submitted with their Proposal. Proposals shall be valid for a minimum of 180 days following submission
 - Quote an annual cost for completing all requirements outlined in the Scope of Services.
3. Appendix C – 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 and signed Russian Economic Sanctions Certification (Exhibit F)
 7. Completed and signed Small, Local, Emerging Disabled Veterans (Exhibit G)



Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

GRACE PERIOD FOR MISSING OR INCORRECT FILING OF EXHIBITS "A" THROUGH "G":

In the event that a Provider fails to submit all or any part of items (A) through (G) above with its submission or if any submitted item is incomplete or incorrect, the Procurement Unit will notify the Provider and the Provider shall have an additional three (3) business days to submit the missing item to the Procurement 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

The method used for this solicitation is a Request for Proposal ("RFP"). Selection of a contractor will be made through competitive procurement procedures, which will include factors discussed in this RFP.

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

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. All terms, conditions, requirements, and procedures included in this RFP must be met for a Response to be determined responsive. If a Respondent fails to meet any



material terms, conditions, requirements or procedures, its response may be deemed unresponsive and disqualified.

In order to qualify as responsible, the Respondent must demonstrate:

- a) the availability of adequate resources and staffing to efficiently and expeditiously service District's needs;
- b) the necessary experience, organization, qualifications, skills and facilities to provide the scope of services set forth in this RFP;
- d) a satisfactory record of performance in the provision of the scope of services set forth in this RFP;
- e) the ability and willingness to comply with the requirements of Federal and State law.

ANY PROPOSAL DETERMINED TO BE NON-RESPONSIVE TO THIS RFP, INCLUDING INSTRUCTIONS GOVERNING THE SUBMISSION OF PROPOSALS, WILL BE DISQUALIFIED WITHOUT EVALUATION UNLESS THE EVALUATION COMMITTEE DETERMINES THAT THE NONCOMPLIANCE IS INSUBSTANTIAL.

An award will be made to the Proposer(s) whose offer is judged to be in the best interest of and most advantageous for the District in the sole determination of the District. The District expressly reserves the right to reject any and/or all proposals and make no award under this RFP.

Any contract awarded through this RFP with individuals, agencies and/or firms will be effective for a period **of three years, with two one-year options to renew for a maximum period of 5 years, from which services may be contracted.** **Said options** will be exercised upon satisfactory performance and by written consent.

The RFP process ("First Phase") 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 will be examined for compliance with this RFP and that all mandatory qualifications as outlined have been met.



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 Procurement Unit will tabulate the scores received by each Proposer.

After-which, the Panel may then conduct interviews of the top three most-highly rated proposers. Please see evaluation criteria listed in Section 6.3.

Interviews/Demonstrations will be held at the Educational Services Center or remotely through a virtual conference platform.

The purpose of the interview/demonstration will be to review Respondents' ability to provide the required services, and how specific services will be furnished.

LACCD reserves the right to forego the interview stage as determined in its sole judgement. Final selection will be based upon the above factors, as well as the interview/demonstration performance. The final selection will be a "best value" selection.

6.3. Evaluation Criteria

An evaluation committee consisting of LACCD staff and/or outside associates will review, analyze, and evaluate all proposals received.

The District will conduct interviews/demonstrations of the five highest ranked vendors. Representatives must be available for interviews and/or presentations at District facilities on specific dates if selected or be available virtually on specific dates if selected.

After completing its evaluation of the proposals, the committee will recommend for contract award the proposer(s) that is judged to best meet the requirements of this RFP. The DISTRICT will request approval from its Board of Trustees and shall execute a contract with the proposer(s). If a contract cannot be successfully negotiated with the selected vendor, DISTRICT may move on to negotiate a contract with another proposer within the highest ranked group.

DISTRICT reserves its right to award to a single proposer, reject all proposals and issue a new RFP, or reject all proposals and reopen the proposal process.



6.3.1 Evaluation Criteria for Written Proposals

Proposals will be evaluated in accordance with your response to the criteria outlined in Appendix A, Scope of Services. Specifically, scores will be granted based upon the criteria listed in the below chart.

The following criteria will be used in the evaluation of written proposals. The relative weights of the criteria are based on a 100-point scale, as listed below.

EVALUATION CRITERIA FOR WRITTEN PROPOSAL	Total Score
Qualifications, Experience with Community Colleges/Universities	15
Multi-Domain Approach	20
Support Model/Training	20
Website Content Accessibility Standards and Compliance	25
Fees/Pricing	10
Small, Local, Emerging, Disabled Veteran (SLEDV - 10 points or zero point)	10
Total	100

Proposals will be reviewed by a selection committee and will be evaluated based on the following criteria:

- a.** Qualifications, Experience with Community Colleges/Universities
 - i.** Experience with projects of similar type and scope.
 - ii.** Experience with private and public sector organizations, and institutions of higher education.
- b.** Utilizing the Multi-Domain Approach



6.3.2 Evaluation Criteria for Interview / Presentations

Interviews/presentations (demonstrations) will be conducted, these will be evaluated by LACCD against the factors specified below. The Proposer should be prepared to conduct a demonstration (demo) covering core functionality related to the software. Functionality should include scanning websites/domains for accessibility compliance, search engine optimization and quality assurance. The demonstrations should also include functionality related to reporting features. The relative weights of the criteria are based on a 100-point scale and are listed below.

CRITERIA FOR INTERVIEW/ PRESENTATION	Points possible
Accessibility Scanning and Compliance	40
Quality Assurance Scanning	25
Reporting Functionality	25
Search Engine Optimization	10
TOTAL POSSIBLE POINTS	100 pts

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

It is the intent of the District to award contract(s) as the result of this RFP to the highest-ranked proposer(s). This may lead to one provider being awarded a single contract. However, at the absolute discretion of the LACCD, multiple proposers may be considered for award and the District reserves the right to apportion the requirements of this RFP among multiple service providers or to apportion all the services described in this RFP to a single provider if this is determined to be in its best interests. 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 responsive proposals receiving the highest total scores will be recommended for award and selected to enter into contract negotiations with the District. If LACCD cannot come to acceptable contract terms with the vendors within a fixed timeframe that the District will specify, the District will terminate negotiations and move to the next highest ranked vendors that can provide the services requested in this RFP.

In the event there is a tie-score among one or more proposals, the District can conduct a second interview, which proposers will answer a pre-selected interview question that has been sealed and kept with the Procurement Staff. The Selection Committee will rank the responses and the highest-ranked Proposal would break the tie. Any contract issued to a successful proposer is subject to authorization by the District Board of Trustees.



Appendix A: Scope of Services

The Los Angeles Community College District (“the District”) seeks the services of a Vendor that can provide an online tool which will scan all District, and its nine (9) Colleges websites (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) for quality assurance and accessibility compliance against the Americans with Disabilities (ADA) standards such as WCAG 2.0 and WCAG 2.1. These scans need to generate reports that can find web-site issues, such as misspellings and broken links, and identify areas where lack of ADA compliance to Accessibility standards are detected. This service must provide web analytics, including detailed statistics reports on number of web-site visitors, visit behavior, and popular webpages frequently visited on the site.

Software Requirements:

1. Accessibility Scanning Requirements
 - a. Provide scans for compliance with WCAG 2.1+ A, AA and AAA
 - b. Scan Documents for compliance with WCAG 2.1+ A, AA and AAA
 - c. Provide Ad-hoc and scheduled scanning capability.
 - d. Provide WCAG rule for each finding.
2. Search Engine Optimization
 - a. Provide scans for common Search Engine Optimization (SEO) errors.
 - b. Provide recommendations for correction and adjustments based on best practice industry standards.
 - c. Page visits and content analytics
3. Quality Assurance and Content Scanning
 - a. Ability to provide scans for
 - i. Content readability level tests
 - ii. Spell Check with configurable dictionary
 - iii. Identify broken links.
 - iv. Capable of customizing rules for content types (phone, address, URLs, etc.)
 - b. Scan pages for stale content and provide aging data.
 - c. Provide scans for specific content related to PII and inappropriate language.
4. Reporting Functionality
 - a. Ability to schedule and deliver reports on single or multiple domains.
 - b. Provide progress trends on corrections.
 - c. Dashboard for quick access view for all identified domains
 - d. Ability to build/configure custom reports.



- e. Send automated notifications via email.
 - f. Filter report findings by WCAG 2.1+ A, AA, AAA standards.
5. Technical Requirements
- a. Cloud hosted solution
 - b. Support modern browsers and platforms (Edge, Chrome, Firefox and Safari)
 - c. Traceable and auditable user access management
 - d. Ability to work with CMS systems built on the Drupal Platforms



Appendix B: COST PROPOSAL

Provide pricing in accordance with the District’s current requirements, as set forth in section Scope of Services, Appendix A.

It is the proposer’s responsibility to understand the complexity of this service as well as the complexity of the proposed work and to submit a cost accordingly using the form below.

ANNUAL COST FOR WEB COMPLIANCE, ANALYTICS AND OPTIMIZATION SOFTWARE

Services To be Provided	Rate	Annual Cost
Website Scanning for accessibility, Search Engine Optimization, Quality Assurance and Content Scanning, Reporting	\$	\$
Document Scanning	\$	\$
ANNUAL TOTAL COST		\$ _____



Appendix C: Mandatory documents to be Submitted in Response

- 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: Russian Economic Sanctions Certification
- Exhibit G: Small, Local, Emerging, Disadvantaged, Vendor (SLEDV)



Exhibit A: Non-Collusion Affidavit

(TO BE EXECUTED BY
PROPOSER AND SUBMITTED
WITH IT'S 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 _____, 2023

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 PROPOSER AND SUBMITTED WITH ITS PROPOSAL)

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

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

_____ day of _____, 2023

PROPOSER _____

(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:

ADDENDUM NO.	DATE RECEIVED	SIGNATURE

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 7 - Term of Agreement
- Section 21 - Governing Law
- Section 22 - Non-Discrimination
- Section 23 - Accessibility Requirements
- Section 26 - Board Authorization
- Section 31 - Requirements for Federally-Funded Contracts
- Section 33 - Family Educational Rights Privacy Act (FERPA)

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: Russian Economic Sanctions Certification

I, an owner or officer of the Proposer named below, hereby certify as follows:

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 Subconsultants 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: _____



**Exhibit G:
Certification of Small, Local, Emerging, And Disabled Veteran Business
(SLEDV)**

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. 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. Proposer is a "Local" business has its principal place of business in the County of Los Angeles.
- C. Proposer is an "Emerging" business that has been in business in its substantially current form for only up to five (5) years.
- D. 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.
- E. Does not apply / Choose not respond

Date: _____ *Name of Proposer* _____

By: _____ *Authorized Officer Signature*

_____ *Title*



Exhibit H: Professional Services Agreement

COMPUTING SERVICES AGREEMENT

PARTIES:

LOS ANGELES COMMUNITY COLLEGE DISTRICT
("District")

By: _____
[Name of College]

[College Address]

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

("Contractor")

[Address]

Attn: _____
[Contact name and phone number]

DATE:

TERM OF AGREEMENT:



RECITALS

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

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

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

AGREEMENT

1. **DEFINITIONS.** The following terms shall have the meanings assigned below for purposes of this Agreement, any schedules, exhibits or any addenda to this Agreement.
 - a) **“Agreement”** means this Cloud Computing Services Agreement between District and Contractor, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.
 - b) **“Confidential Information”** means any information that a disclosing party treats in a confidential manner and that is identified as “Confidential Information” prior to disclosure to the other party. Confidential Information does not include information which: (1) is public or becomes public through no breach of the confidentiality obligations identified herein; (2) is disclosed by the party that has received Confidential Information (the “Receiving Party”) with prior written approval of the other party; (3) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; and (4) is required by law to be disclosed.
 - c) **“Data”** means all information, whether in oral or written (including electronic) form, created by or in any way originating with District and its End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with District and End Users, in the course of using and configuring the Services provided under this Agreement, and includes District Data, End User Data, and Protected Information.
 - d) **“Data Compromise”** means any actual and reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or ability of District to access the Data.
 - e) **“District Data”** includes credentials issued to District by Contractor and all records relating to District’s use of Contractor Services and administration of End User accounts, including any Protected Information of District personnel or potential employment applicants of District that does not otherwise constitute Protected Information of an End User.
 - f) **“Documentation”** means, collectively: (a) all materials published or otherwise made available to District by Contractor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor that describe the functional , operational and/or performance capabilities of the Services; (d) any Requests for Information and/or Requests for Proposals (or similar documents issued by District) and the responses thereto from Contractor and any document which purports to update or revise any of the foregoing; and (d) results of any Contractor “Proof of Concept” or similar types of presentations.
 - g) **“Downtime”** means any period of time of any duration that the Services are not made available by Contractor to District for any reason, including scheduled maintenance or Enhancements.



- h) **“End User”** means the individuals (including, but not limited to employees, potential employment applicants to District, authorized agents, students and volunteers of District; Third Party consultants, auditors and other independent contractors performing services for District) authorized by District to access and use the Services provided by Contractor under this Agreement.
- i) **“End User Data”** includes End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any Protected Information of any End User or Third Party contained therein or in any logs or other records of Contractor reflecting End User’s use of Contractor Services.
- j) **“Enhancements”** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Supplier may develop or acquire and incorporate into its standard version of the Services of which the Contractor has elected to make generally available to its customers.
- k) **“Intellectual Property Rights”** includes without limitation all right, title, and interest in and to all (1) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation in part applications throughout the world now or hereafter filed; (2) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (3) copyrights, other literary property or authors rights, whether or not protected by copyright, under common law, state law, and federal law; and (4) proprietary indicia, trademarks, trade names, symbols, logos, and/or brands names under common law, state law, and federal law.
- l) **“Protected Information”** includes but is not limited to personally-identifiable information, student records, protected health information, or individual financial information (“collectively Protected Information”) that is subject to state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1of the California Constitution; the California Information Practices Act (Civil Code section 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code section 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S. C. sections 6801 through 6809 ; the federal Family Educational Rights and Privacy Act (20 U.S. C. section 1232g); and the privacy and information security aspects of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164).
- m) **“Services”** means Contractor’s computing solutions, provided over the Internet to District pursuant to this Agreement, that provide functionality and/or produce the results described in the Documentation, including without limitation all Enhancements thereto to all interfaces.
- n) **“Third Party”** means persons, corporations and entities other than Contractor, District or any of their employees, contractors or agents.

2. **SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit. The District shall have the right to order, in writing, changes in the scope of work or under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by the District and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties. In performing the Services, Contractor hereby designates the following as “Key Personnel” under this Agreement. Contractor shall not reassign, replace or reduce the labor commitment of any Key Personnel without the prior written consent of the District.

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



Service Levels. Contractor shall ensure that the Services will be operational for at least 99.9 % of the time in any given month during the term of this Agreement, meaning that the outage or Downtime percentage will not be more than .1%. If Services availability falls below 99.9% Contractor shall provide District with a proportionate credit of that month’s bill for Services. Contractor shall ensure that all transactions shall process within no more than time frame specified in Exhibit “A”. Contractor’s system response times shall not fall below the level specified in Exhibit “A”. If such service response times fall below the specified time frame for two (2) or more weeks, Contractor shall credit to District an amount of 20% each month of Services fees for the month. If Contractor’s system response times fall below the agreed upon for more than six (6) weeks consecutively, Contractor shall be considered in default, and District may terminate the Agreement without penalty. District retains the right to use a Third Party to validate Contractor’s performance in meeting agreed upon service levels.

Training. Contractor shall provide District with training for the purposes of understanding and using the Services. Training will be provided by Contractor as detailed in Exhibit “A” at no additional cost to the district. Training will be provided by Contractor at District at mutually agreeable dates and times, but no later than _____ of the effective date of this Agreement.

Interruption in Services. Notwithstanding Force Majeure provisions contained herein, Contractor shall be responsible for providing disaster recovery Services if Contractor experiences or suffers a disaster. Contractor shall take all necessary steps to ensure District shall not be denied access to the Services for more than eight (8) hours in the event there is a disaster impacting any Contractor infrastructure necessary to provide the Services. Contractor shall maintain the capability to resume provisions of the Services from an alternate location and via an alternative telecommunications route in the event of a disaster that renders Contractor’s primary infrastructure unusable or unavailable. If Contractor fails to restore the Services within seventy-two (72) hours of the initial disruption of Services, District may seek alternate services which would be otherwise provided under this Agreement, from other Third Parties and may seek reimbursement of such alternate services from the Contractor. District shall issue a written request for such alternate services reimbursement which Contractor shall pay within 30 days of request. In addition, Contractor shall refund or credit, at District’s reasonable election, the pro-rated amount of fees corresponding to the times services were unavailable for use by District.

3. FUNCTIONALITY CHANGES. If Contractor eliminates any functionality of any Services provided under this Agreement and subsequently offers the functionality in other or new products (whether directly or indirectly through agreement with a Third party), then the portion of those other or new products that contain the functions in question, or entire product if functions cannot be separated out, shall be provided to District at no additional charge and under the terms of this Agreement, including technical support. If Contractor incorporates the functionality of the Services provided under this Agreement into a newer product and continues to offer both products, District may, in its sole discretion, exercise the option to upgrade to the newer product at no additional cost.

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 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.

Contractor warrants and represents that Contractor will employ professional industry standards to secure and protect District and End User Data. Prior to granting access to such Data, Contractor Staff who perform work under this Agreement have undergone and passed criminal background screenings; have successfully completed instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employee's duties and sensitivity of the Data they will be handling.

Contractor represents and warrants that the Services do not contain and District will not receive from Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is or may otherwise harm or modify and District system or Data ("Disabling Code"). In the event a Disabling Code is identified, Contractor shall take all steps necessary, at no additional cost to District, to (a) restore and/or reconstruct any and all Data lost by District as a result of the Disabling Code; (b) furnish to District a corrected version of the Services without the presence of Disabling Code; and (c) as needed, re-implement the Services at no additional cost to the District, as long as this Agreement remains in effect.

Contractor will assign to District all Third-party warranties and indemnities that Contractor receives in connection with any products provided to District. To the extent that Contractor is not permitted to assign any warranties or indemnities through to District, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of District to the extent Contractor is permitted to do so under the terms of the applicable Third-Party agreements.

Contractor represents and warrants to District that it will comply with all applicable laws, including its tax responsibilities, or pertaining to the Agreement and its provision of the Services to District.

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-President of Administration, or designee, at the College.
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. **DATA REQUIREMENTS.**
 - (a) **Rights in Data.** All technical communications and records originated or prepared by the Contractor pursuant to this Agreement including papers, reports, charts, computer programs, End User Data, District Data 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.
 - (b) **Data Privacy.** Contractor will use the District Data and End User Data for the purpose of fulfilling its duties under this Agreement and for District's and its End User's sole benefit, and will not share such Data with or disclose it to any Third party without the prior written consent of District or as otherwise required by law. Specifically, Contractor shall not use such Data for Contractor's own benefit and, in particular, will not engage in "data mining" of the District and End User Data or communications, whether through automated or human means, except as specifically and express required by law or authorized in writing by District.

All District and End User Data shall be stored on servers located solely within the Continental United States.

- (c) **Data Security and Integrity.** All facilities used to store and process District and End User Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such Data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Contractor's own Data of a similar type, and in no event less than reasonable in view of the type and nature of Data involved. Contractor shall at all times use industry-standard and up to date security tools, technologies and procedures, including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting methods in providing services to this Agreement. When required by District, Contractor warrants that all District Data and End User Data will be encrypted in transmission (including via web interface) and in storage at a level equivalent to or stronger than requested by District.



- (d) **Data Audits.** Contractor will at its own expense conduct at least once a year and immediately after any actual or reasonably suspected Data Compromise the following: An audit of Contractor's security policies, procedures and controls; formal review of adherence to all acceptable standards for certification of cloud computing services, perform a vulnerability scan, performed by a District-approved Third party scanner, of Contractor's systems and facilities used in any way to deliver Services under this Agreement or perform a formal penetration test, in a manner approved by District, of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement. Contractor will provide District with reports or other documentation resulting from these audits, certifications, scans or tests within seven (7) business days of Contractor's receipt of such results. Based on the results of the above audits, certifications, scans and tests, Contractor will, within thirty (30) calendar days or receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement, and provide District with written evidence of remediation.
- (e) **Requests for Data.** Except as otherwise expressly prohibited by law. Contractor will: (1) if required by a court of competent jurisdictions or an administrative body to disclose District and/or End User Data, Contractor will notify District in writing immediately upon receiving notice of such requirement and prior to any disclosure; (2) consult with District regarding its response; (3) cooperate with District's reasonable requests in connection with efforts by District to intervene, quash or modify legal, order, demand, or request; and (4) upon District's request, provide District with a copy of its response.

If District receives a subpoena, warrant, or other legal order, demand or request seeking District or End User Data maintained by Contractor, District will promptly provide a copy to Contractor. Contractor will supply District with copies of Data required for District to respond within seventy-two (72) hours after receipt of copy from District, and will cooperate with District's reasonable requests in connection with its response.

- (f) **Data Compromise.** Contractor shall report, either orally or in writing, to District any Data Compromise involving District or End User Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of District or End User Data, not authorized by this Agreement or in writing by District, including any reasonable belief that an unauthorized individual has accessed District or End User Data. Supplier shall make the report to District immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Compromises will be reduced to writing and supplied to District as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

Immediately upon becoming aware of any such Data Compromise, Contractor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to District and continue to keep District informed on a daily basis of the progress of its investigation until the issue has been effectively resolved. Contractor's report discussed herein shall identify the nature of the unauthorized use or disclosure; the type of Data used or disclosed; who made the unauthorized use or received the unauthorized disclosure; and what corrective action Contractor has taken to prevent a similar unauthorized use or disclosure.

Within five (5) calendar days of the date Contractor becomes aware of any such Data Compromise, Contractor shall have completed implementation of corrective actions to remedy the Data Compromise, restore District access to the Services as directed by District, and prevent further similar unauthorized use or disclosure.



Contractor, at its expense, shall cooperate fully with District's investigation of and response to any such Data Compromise incident.

Except as otherwise required by law, Contractor will not provide notice of the incident directly to the persons whose Data were involved, regulatory agencies, or other entities, without written permission from District.

Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to District under law or equity, Contractor will promptly reimburse District in full for all costs incurred by District in any investigation, remediation, or litigation resulting from any such Data Compromise, including but not limited to providing notification to Third parties whose Data were compromised and to regulatory bodies, law-enforcement agencies or other entities as required by law or contract; and/or identity restoration services to assist each person impacted by a Data Compromise; the payment of legal fees and expenses, audit costs, fines and penalties and other fees imposed by regulatory agencies or courts of law as a result of the Data Compromise.

(g) Data Retention and Disposal. Contractor will use appropriate and reliable storage media, Contractor will regularly backup District and End User Data and retain such backup copies for a minimum of twelve (12) months after this Agreement has ended. At the District's request, Contractor will either securely destroy or transmit all data to a District repository any backup copies of District and/or End User Data. Contractor will supply District a certificate indicating data records disposed of, date of disposal, and method used in its disposition. Contractor shall retain logs associated with End User activity for a minimum of twelve (12) months. Contractor will immediately place a "legal hold" on Data destruction or disposal under its usual records retention policies of records that include District and End User Data, in response to an oral or written request from District indicating that those records may be relevant to litigation that District reasonable anticipates. Oral requests by District for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. District will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by District.

(h) Data Transfer upon Termination or Expiration of Agreement. Upon termination or expiration of this Agreement, Contractor will ensure that all District and End User Data are securely transferred to District, or a Third party designated by District, within thirty (30) calendar days, and in a manner further specified by District.

11. CONFIDENTIALITY. Each party acknowledges that certain information that it shall acquire from the other is of a special and unique character and constitutes Confidential Information.

The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party.

Nothing in this Agreement shall in any way limit the ability of District to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to District are subject to the applicable state and



federal law, including the California Public Records Act, and the release of Confidential Information in compliance with these laws will not constitute a breach or threatened breach of this Agreement.

12. **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.
13. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venture, 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.
14. **USE OF DISTRICT NAME AND LOGOS.** Contractor may not use District's name, logos, trademarks or service marks without prior written permission obtained from the District Board of Trustees.
15. **DISTRICT REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the District in the implementation of this Agreement.
16. **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.

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



awarded resulting from any claim. District after receiving notice of a claim shall advise Contractor of it. District's failure to give Contractor timely notice of the claim shall not affect Contractor's indemnity obligation. District reserves the right to employ separate counsel and participate in the defense of any claim at its own expense.

If the Services or Documentation, or any part thereof, is subject of any claim for infringement of any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party, or if it is adjudicated by a court of competent jurisdiction that the Services or Documentation, or any part thereof, infringes any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of a Third party, and District's use of the Services and/or Documentation, or any part of it, is enjoined or interfered with in any manner, Contractor at its sole expense and within thirty (30) days of such injunction or interference, either: (a) procure for District the right to continue using the Services and/or Documentation free of any liability for infringement or violation; (b) modify the Services and/or Documentation, or parts thereof, with non-infringing Services and/or Documentation with equivalent or better functionality that is reasonably satisfactory to District; (c) replace the Services and/or Documentation, or parts thereof, with any non-infringing Services and/or Documentation of equivalent or better functionality that is reasonable satisfactory to District.

General Indemnity. Contractor shall defend, indemnify, and hold harmless District, its officers, employees, and agents, assignees and successors-in-interest from and against all losses, expenses (including attorney's fees), damages, and liabilities of any kind resulting from or arising out of this Agreement and/or Contractor's performance hereunder, provided such losses, expenses, damages and liabilities are not caused by the sole negligence or willful misconduct of the District, its officers, employees or agents. Contractor shall keep District reasonably apprised of the continuing status of the claim, including and proceedings resulting from it, and shall permit District, at its expense, to participate in the defense or settlement of the claim. District agrees to reasonably cooperate with Contractor in defending the action, and Contractor will not agree to settle or otherwise resolve the action without the consent of the District, which consent will not be unreasonably withheld.

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

The Contractor shall provide the following insurance:

- a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District, its Board of Trustees, employees and agents as an additional named insured and shall have a combined single limit of not less than two million dollars (\$2,000,000) per occurrence; 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.

- 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.
- 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.
- d) Technology, professional liability, data protection, and/or cyber liability insurance policies covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the performance of this Agreement as well as all Contractor costs, including damages it is obligated to pay District or any Third Party, which are associated with any Security Breach or loss of District and/or End User Data, regardless of cause (including, without limitation, Contractor negligence or gross negligence and unlawful Third Party acts). Costs to be covered by this insurance policy shall include without limitation: (1) costs to notify individuals whose



Data was lost or compromised; (2) costs to notify individuals whose Data was lost or compromised; (3) costs associated with Third Party claims arising from the Security Breach or loss of Data, including litigation costs or settlement costs; and (4) any investigation, enforcement or similar miscellaneous costs. Such insurance shall provide coverage up to \$5 Million. For the purposes of this Section, “Security Breach” means: (1) the failure by Contractor to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by Contractor of: (a) District and/or End User Data in any format or (b) Third Party corporate information in any format specifically identified as confidential and protected under a confidentiality or similar contract; (c) an unintentional violation of Contractor’s privacy policy or misappropriation that results in the violation of any applicable data privacy laws or regulations; or (d) any other act, error, or omission by Contractor in its capacity as such is reasonably likely to result in the unauthorized disclosure of District and/or End User Data.

The coverage and limits referred to under herein shall not in any way limit the liability of Contractor.

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.

18. **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.
19. **ORDER OF PRECEDENCE.** The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any schedules, exhibits, attachments, addenda and other attached and included documents:
(a) the terms contained in the body of this Agreement; (b) the terms of the schedules, exhibits, attachments and addenda to this Agreement, provided no order of precedence shall be applied between said schedules, exhibits, attachments and addenda; and (c) all Documentation defined in the “Definitions” provision of this Agreement above not included in the foregoing (a) or (b) section herein.
20. **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.
21. **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.
22. **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.

- 23. ACCESSIBILITY.** All Services, including Support and Training requirements addressed in this Agreement, provided by Contractor as part of the online content of web services shall follow all required Web Content ADA Accessibility Guidelines.

Specifically, and when relevant, Contractor hereby warrants that to the extent required under law the products and services to be provided under this Agreement will comply with the applicable 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. To the extent required under law Contractor 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 Contractor 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. Contractor will provide a current VPAT describing accessibility of the products. Contractor further agrees to indemnify and hold harmless the Los Angeles Community College District, including any of its nine colleges using the Contractor'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 in accordance with Section 8 (Termination) herein. Throughout the life of the agreement, the District reserves the right to independently perform any necessary testing on Contractor's product or service to verify conformance or any representation of conformance made by the Contractor with this section.

- 24. EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this Agreement, certifies that it is an equal employment opportunity employer.
- 25. 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.
- 26. BOARD AUTHORIZATION.** The effectiveness of this Agreement is expressly conditioned upon approval by the District's Board of Trustees.
- 27. 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.



- 28. 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 affect 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.
- 29. 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.
- 30. 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.
- 31. REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**
- A) If this Agreement is funded by the District, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor’s responsibility to ascertain if Federal funds are involved.
- B) Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and 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.

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.

- 32. DISTRICT AUTHORITY.** Each party, by their respective signatures below, represents to the other party that it has full power and authority to execute this Agreement and grant the rights contained herein without the consent of any other party and the Agreement shall be binding upon the parties hereto. 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 has delegated authority from LACCD Board of Trustees to bind the LACCD contractually. Warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement.
- 33. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.** When relevant, Contractor, its employees, agents or representatives may be provided access to Student Information during its performance of this Agreement. Contractor acknowledges that it is subject to and will fully comply with all applicable 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.
- 34. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD.** When relevant to this Agreement, Contractor affirms that, as of the Effective Date, it has complied with all applicable requirements to be considered Payment Card Industry Data Security Standard ("PCI DSS") compliant, and has performed the necessary steps to validate its compliance with the PCI DSS. Contractor agrees to supply the current status Contractor's PCI DSS compliance, and evidence of its most recent validation of compliance not more frequently than annually upon request by District. Supplier agrees that it is responsible for the security of all cardholder data that it obtains or possesses on District's behalf with respect to those



transactions, including but not limited to the functions relating to storing, processing, and/or transmitting such cardholder data.

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

CONTRACTOR

DISTRICT

LOS ANGELES COMMUNITY
COLLEGE DISTRICT

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



EXHIBIT A TO CLOUD COMPUTING SERVICES AGREEMENT

SCHEDULE OF SERVICES AND SPECIFICATIONS

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EXHIBIT B TO CLOUD COMPUTING SERVICES AGREEMENT

SCHEDULE OF PAYMENT

TOTAL FEE: \$ _____

(broken down as follows):

\$ _____

\$ _____

\$ _____

COSTS (IF ANY)

NOT INCLUDED IN FEES: \$ _____