



## REQUEST FOR PROPOSAL (RFP)

NO. 21-10

### **DISTRICTWIDE SAFETY AND SECURITY SERVICES**

<b>RFP SCHEDULE</b>	
RFP Posted	<b>Monday, November 29, 2021</b>
Questions regarding this RFP by 2:00 pm	<b>Monday, December 27, 2021</b>
Questions and answers posted to web	<b>Friday, January 7, 2022</b>
Proposer Responses Due by 2:00 pm PST	<b>Monday, January 31, 2022</b>
Presentation(s)/Interviews	<b>Tuesday, March 1, 2022 and Wednesday, March 2, 2022</b>
Tentative Award Date	<b>Friday, March 4, 2022</b>
Board Date for Approval	<b>Wednesday, April 13, 2022</b>

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



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## **1. INTRODUCTION**

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

The Los Angeles Community College District (the District) is interested in entering into a multi-year contract with a safety and security services provider. The provider will assume responsibility for a comprehensive safety and security program for our nine college campuses, three satellite facilities and the district office. The services will require the deployment of both armed and unarmed personnel to provide for the safety and security of the students, faculty, staff, administration and properties 24 hours per day. Over the past 51 years the district has utilized armed law enforcement to provide these essential services. Initially the district had its' own police department however for the past 20 years, the Los Angeles County Sheriffs Departments' Community College Bureau has provided the service.

Given the changing environment relevant to the role of law enforcement officers and the communities they serve, the District identified value in better understanding their current safety and security needs. The District recently contracted with a consulting firm for a security operations assessment, security personnel staffing study and extensive campus community outreach to explore the needs and desires of the campus community relevant to safety and security. The report detailing the findings is available to the public at: [Campus Safety and Security Assessment](#). Of particular interest to our campus communities is the need to engage in a more campus community engagement model including the increased presence and role of unarmed safety and security personnel. The nature of the services, requirements and qualifications are specifically described in Appendix A – Scope of Work.

The District is interested in innovative scheduling and deployment solutions that provide the highest level of security while assuring more community engagement and a competitive price.

The District does not guarantee any specific dollar volume of business with the successful proposer(s) as a result of awarding any contract(s) based on this RFP. Rather, the contract(s) will be based on an approved initial "not to exceed" annual expenditure (to be determined) as approved by the LACCD Board of Trustees. The "not to exceed" limits can be adjusted higher if a demonstrated need occurs.

An annual evaluation will occur by LACCD to assess performance and outcomes by the provider(s) regarding the quality and effectiveness of the services and materials provided. As the end of the original three -year contract term nears, the District will determine, at its discretion, the potential exercise of the option years.



## **1.2. About the District**

The District was organized in 1969 and is governed by an elected Board of Trustees and is part of the statewide California Community College system. Members of the Board of Trustees are elected at large to serve four-year terms.

LACCD serves a population of several million residents in southern California within an area of 882 square miles of metropolitan Los Angeles and unincorporated areas of the County of Los Angeles. The District extends from Agoura Hills in the western part of the San Fernando Valley to the City of San Fernando in the northeast. The service area includes Culver City on the western side of the greater Los Angeles basin, Monterey Park and San Gabriel on the east side as well as Palos Verdes Estates and San Pedro to the south.

In keeping with its mission, the District provides comprehensive lower-division general education, occupational education, transfer education, credit and non-credit instructional programs geared to meet the needs of the communities its colleges serve and which meet the changing needs of students for academic and occupational preparation, citizenship, and lifelong learning. The Western Association of Schools and Colleges accredits each of the nine colleges.

The physical footprint of colleges ranges in size from twenty-two acres (Los Angeles Trade Tech College) to over four hundred fifty acres (Los Angeles Pierce College). Facilities include newly constructed classroom and instructional laboratory buildings, learning resource centers (libraries with specialized learning/tutoring centers) as well as original instructional buildings, parking structures, maintenance yards, athletic fields and gymnasiums.

The nine colleges are: [Los Angeles City College](#), [East Los Angeles College](#), [Los Angeles Harbor College](#), [Los Angeles Mission College](#), [Los Angeles Pierce College](#), [Los Angeles Southwest College](#), [Los Angeles Trade-Technical College](#), [Los Angeles Valley College](#) and [West Los Angeles College](#). The satellite locations are: Van de Kamp Innovation Center located in Atwater Village, the South Gate Education Center in the City of South Gate, and an administrative building located near East Los Angeles College identified as the Corporate Center in Monterey Park, and the District Administrative Offices known as the Educational Services Center in downtown Los Angeles. The nine colleges range in size from about 22 acres (Los Angeles Trade-Technical College) to more than 450 acres (Los Angeles Pierce College). Some of the colleges, like Trade-Technical, founded in 1925, pre-date the District and were brought into the District. Others were created and built as the District expanded to its current configuration. The District is engaged in current campus expansion as part of the "BuildLACCD" program; additional facilities may be added at the discretion of the District. Basic campus facts with current enrollments, acreage and



buildings are provided in Appendix B – Description of College Campuses.

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

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

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

Student Enrollment Information (YEAR) includes:

Student demographics of largest enrollment include more than 58.6 percent who identify as Hispanic/Latinx; 14.9 percent as White; 8.8 percent as African American, 6.5 percent as Asian.

In the 2019-20 Academic Year, the District conferred nearly 30,000 awards to students, including two-year degrees, degrees for transfer and certificates. The District maintains an active free-tuition program available to all first-time, full-time students, regardless of age, race/ethnicity or demographic background. More than 10,000 students are currently part of the Los Angeles College Promise Program. In addition, the District's 2020-2021 budget totaled \$5.6 billion. This amount included \$3.9 billion of Proposition A, AA, and Measures J and CC Bonds in the Building Fund.

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

## 2. GENERAL GOALS AND SCOPE OF SERVICES

### 2.1. General Goals

The District is seeking to award a professional services **contract to a qualified provider** with a minimum of five (5) years of providing safety and security services experience for educational organizations, higher education is preferred, who will provide the necessary expertise, advice, coordination, support and assistance in meeting the program objectives.



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

## **2.2. Scope of Services**

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

## **2.3. Term of Contract**

Any contract awarded pursuant to this RFP solicitation shall be for a contract period of three (3) years. The contract may be renewed for up to two (2) additional one (1) year terms for a maximum of five (5) years, upon mutual consent of the parties or unless terminated earlier in accordance with the provisions specified in District's Standard Agreement. Either party may terminate the contract with no less than six (6) months written notice of the intent to terminate the contract.

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

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

Dorothea Mc Farline  
Procurement Manager  
Los Angeles Community College District  
Procurement Unit, 6<sup>th</sup> Floor  
770 Wilshire Boulevard  
Los Angeles, CA 90017-3719  
TEL: 213.891.2276  
email: [MCFARLD@EMAIL.LACCD.EDU](mailto:MCFARLD@EMAIL.LACCD.EDU)

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

All materials related to the RFP will be available on the internet at:  
<http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx>

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





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

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

All Respondents are responsible for obtaining all RFP materials.

### **3.3. Unauthorized Communications**

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

### **3.4. Interested Parties**

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

### **3.5. Proposer Clarifications**

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



### **3.6. False Information**

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

### **3.7. District Confirmation**

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

### **3.8. No Joint Offers Accepted**

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

### **3.9. District Determinations**

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

## **4. INSTRUCTIONS AND GENERAL CONDITIONS**

### **RFP Instructions and General Conditions**

This RFP contains the instructions and conditions governing the requirements for a proposal to be submitted by an interested Proposer, the format in which the proposal is to be submitted, the material to be included therein, and the requirements that must be met.



Each Proposer should carefully examine the entire RFP and be fully aware of the nature and quality of the services sought by "DISTRICT" as well as the conditions in providing such services.

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

**A. RFP Schedule**

<b>RFP SCHEDULE</b>	
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Board Date for Approval	<b>Wednesday, April 13, 2022</b>

*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 Monday, January 31, 2022.** Proposals are to be enclosed in a sealed package displaying the proposer’s name and the words: **“PROPOSAL RESPONDING TO RFP 21-10: DISTRICTWIDE SAFETY AND SECURITY SERVICES”**



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

*Los Angeles Community College District  
770 Wilshire Blvd, 6<sup>th</sup> Floor  
Los Angeles, California 90017  
ATTN: Dorothea Mc Farline  
Procurement Manager  
Procurement Unit*

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

*Proposals must be received by 2:00 p.m., PST on **January 31, 2022**. Any proposals received after the time and date above may at the District's sole discretion of the District, be returned unopen or set aside without consideration.*

Delivery of the proposal by the specified deadline is the sole responsibility of the Proposer to ensure that its proposal is delivered on time. If hand delivered, ample time should be scheduled for delays caused by downtown Los Angeles area traffic and parking.

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

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

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

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

**C. Interviews/Demonstration**

The District **will** conduct interviews of the highest ranked providers. Representatives must be available for interviews and/or presentations at District facilities on March 1 and 2, 2022.



#### **D. Meeting RFP Specifications**

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

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

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

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

#### **F. Authorized Signatures**

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

#### **G. Authorization to Do Business**

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

Each Proposer is required to possess at the time of submitting its Proposal, and at all times during the RFP process (and, in the case of the Proposer that receives award, at the



time of award, upon execution of the Agreement, and at all times during performance of the Agreement) any licenses required by Applicable Law for the performance of the Agreement.

## **H. Requirements**

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

## **I. Questions about RFP**

Questions are to be submitted in writing by email to Dorothea Mc Farline, at email address: [mcfarld@email.laccd.edu](mailto:mcfarld@email.laccd.edu) on or before **2:00 p.m. Pacific Standard Time, Monday, December 27, 2021. Please include "RFP 21-10" in the subject line.**

Proposers are asked to submit all questions in writing by the questions deadline. LACCD shall not be obligated to answer any questions received after the above deadline or submitted in a manner other than as instructed above.

Written responses will be posted on the website:

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

**Proposers are instructed not to contact District personnel or its agents in any other manner concerning this RFP. Unauthorized contact, at LACCD's sole discretion, will be grounds for disqualification of a proposer.**

## **J. RFP Addenda**

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

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



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

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

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

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

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

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

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



Proposals will remain confidential in their entirety until the evaluation and analysis process is complete and a recommendation of an award has been approved by the LACCD Board of Trustees. All proposals submitted will become the property of the LACCD. The Proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the preparer claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any Proposer claiming such an exemption must also state in the proposal that "the provider agrees to indemnify and hold harmless the Los Angeles Community College District, its Board of Trustees, Los Angeles Valley College, Los Angeles City College, East Los Angeles College, Los Angeles Harbor College, Los Angeles Mission College, Pierce College, Los Angeles Southwest College, Los Angeles Trade-Technical College, West Los Angeles College, and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party." Failure of a proposal to include such a statement will be deemed a waiver of any exemption from disclosure under the California Public Records Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District. The Proposer's identification of a document as "proprietary" or "confidential" does not automatically confer exclusion from disclosure under the California Public Records Act.

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

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

## **O. Subcontractors**

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





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

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

### **Q. Oral Communications**

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

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

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

### **S. Proposed Contract**

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

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

Proposers may include special terms and conditions for these services as appropriate; however, they must comply with Article IV, Section T below for consideration. It is the District's sole right and privilege to disregard any suggested language provided by proposers included in their response. By responding to this RFP, proposers warrant that they have taken any and all costs and/or risk and liability associated with the Standard Form Agreement into account in their price proposals.



## T. Exceptions/Deviations

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

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

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

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

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

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



### **U. No Commitment to Award**

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

### **V. No Agreement Until Signed**

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

### **W. News Releases**

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

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

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

### **Y. Adjustments to Contract**

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

### **Z. Contractor Evaluation**

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

### **AA. Termination or Cancellation**

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



## **BB. Protests**

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

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

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

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

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

## **CC. Other District Rights**

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

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

### **5.1. General**

The proposal should provide a straightforward, concise description of the proposer's ability to satisfy the requirements of this RFP. Emphasis should be placed on conformance to the RFP instructions, on responsiveness to the RFP requirements, and on completeness and clarity of the proposal's content.

This RFP and the selected proposal response will become a part of any Agreement that is executed as a result of this RFP between the District and the Contractor. Any proposal



attachments, documents, letters and materials submitted by the proposer shall be binding and may be included as part of any final Agreement.

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

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

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

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

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

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

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

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

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

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



Cover Page  
Transmittal Letter  
Table of Contents  
Support Proof of Capability  
Program and Service Requirements  
Program Costs and or Cost Savings  
Compliance  
Additional Information

**Sections should be separated by labeled tabs.**

### **5.2.2 Required Content of Proposals**

#### 1. Cover Page

A cover page with the Proposer's name, the title, "RFP 21-10: Districtwide Safety and Security Services" and submission due date and time. The Proposer should provide the corporate number issued by the California Secretary of State, unless it is a public agency. (Please see 4.G Authorization to Do Business)

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

## **b. Support Proof of Capability**

### 1. Provider Overview

1.1 Describe the provider's experience specific to the following areas including, but not limited to (see Appendix A - Scope of Work:

- Capacity/capabilities to meet 24/7 coverage 365 days per year with scalability (increase or decrease in the service area), including a relief factor for scheduling
  - Flexibility to provide armed and unarmed security officer services upon request
  - Ability to provide personnel to conduct foot patrol, bike patrols, and use alternative vehicles such as golf cart patrols or other equipment in consultation with client
  - Ability to provide services to a diverse population
  - Facilitate Clery Act and Title IX reporting and applicable investigations
  - Providing security services in an educational setting, higher education preferred
  - Support and liaise with the Director of District Security on all matters of safety and security
  - Scheduling of security officers that provides for consistency of personnel that will be assigned to each individual facility or location for the purposes of coordination with client/customers as well as applicable safety systems, policies and procedures



- Providing marked patrol vehicles, carts, bikes as required by client
- Providing all safety equipment including but not limited to firearms, pepper spray, batons and handcuffs, as required by client
- Providing all body worn camera capability for security officers to include a video management system
- Ability to generate reports as required by client administration
- Ability to produce and submit reports for code violations and obtain criminal statistical information from local jurisdictions
- Ability to operate in a Security Operations Center (SOC) 24/7
- Providing a computer aided dispatch capable of documenting and reporting detailed reports for statistical enterprise data
- Ability and resources for investigative work and proven coordination with Law Enforcement Agencies
- Ability to present facts and evidence in a criminal complaint
- Ability to provide special event security, including dignitary protection with additional equipment and personnel, including explosive detection, undercover, intelligence and overwatch capabilities
- Ability to perform crime scene processing and preservation of evidence
- Knowledge of access control, intrusion detection and video surveillance analytics

- 1.2 Please indicate the provider's ability, including licenses and certification for providing both armed and unarmed security in the County of Los Angeles California. Personnel must meet the minimum requirements for all Federal, State and Local regulations/certifications for performing security services at a public school system.
- 1.3 List all office locations and specify which locations(s) will serve LACCD.
- 1.4 Discuss the provider's financial stability and provide a copy of the provider's most recent audited financial statements.





## 2. Client Services

- 2.1 Discuss the project management team to be assigned to the College including:
- Names, titles, functions and relevant experience of key managers.
  - A description of the team who will be working the College's facilities, including number of dedicated personnel.
- 2.2 Describe your provider's hiring policies and training program, specifically:
- Proof of Criminal Background check, federal, state and local – ensuring employees have no restrictions to provide services on campus pursuant to state and federal laws
  - Proof of Sex Offender Registry check of all employees
  - Must meet the minimum requirements for all Federal, State and Local regulations/certification for security officers at community colleges
  - Provide proof of officer training to include but not limited to Sexual Harassment, First Aid/CPR, De-escalation, Mental Health Awareness/Autism, EMS/CIMS, Use of Force, Implicit bias, Cultural Competence, Procedural Justice, Active Assailant Response, Crowd Control/Management, Traffic Control within 60 days of initiating contract
- 2.3 Describe the mandatory and supplemental security personnel training provided by your organization and the associated training schedule.
- 2.4 Provide a contract implementation plan. What is the earliest date the provider will be able to perform the following:
- Provide safety and security services 24/7/365
  - Establish district-wide radio communications, incident and offense reporting
  - Provide statistical reports
  - Establish a case management system

## 3. References

- 3.1 Provide three (3) current clients with needs similar in size and scope to the District. Include:
- Institution name
  - Contact



- Address
- Email address
- Telephone number
- Dates of service
- Description of service

3.2. Providers shall identify and describe **all** local, state and federal proceedings (legal action, dates action commenced and concluded, and status or outcome. List **all** applicable agreements, including any settlement or compliance.

### **c. Program and Service Requirements**

#### 4. Project Management

- 4.1 Describe the provider's ability to perform the following tasks, including but not limited to the following (See Appendix A - Scope of Work):
- Capacity to assign supervision and management oversight to each college campus and satellite facility
  - Provide policies and procedures including but not limited to Use of Force, detention, investigative review, community engagement, patrol operations, vehicle operations, crime scene and evidence processing
  - Ability to utilize a labor union
  - Ability to conduct regular penetration testing of all security technology and security procedures to ensure LACCD's security and safety expectations are being met and produce associated reports to LACCD staff as required by client.
  - Ability to generate reports as required by college administration
  - Capacity to implement a mental health and homeless outreach program with a proven history of positively impacting these populations
  - Establish a standardized policy, process and operational guidelines to address homeless individuals in and around the college campuses
  - Ability to conduct warrants and campus exclusion queries of individuals encountered on or impacting campus operations
  - Ability to ensure senior leaders and managers have decision making authority and are available for meetings and committees with LACCD administration as required by LACCD administration



- Capacity to schedule, coordinate and provide on-going training with EMS and law enforcement agencies in the jurisdiction of each campus
- Ensure compliance with training requirements and the ability to work in an emergency management environment in accordance with ICS and NIMS protocols
- Ability to provide resources and trained personnel to function as members of the LACCD Incident Management Team (IMT) in a crisis
- Ability to conduct systematic audits of security systems, vulnerabilities and recommended improvement to LACCD facilities
- Develop a strategic security plan that includes security technology improvements, performance metric goals and work streams.
- Ability to establish and maintain a formalized campus engagement program that includes student, employee, and community safety priorities
- Ability to engage the communities surrounding LACCD campuses and satellite facilities; understand the crime and quality of life issues that surround the respective facilities and develop intelligence and information that supports pro-active safety and security operations
- Ability to coordinate, direct, participate and document townhall meetings; safety escorts; interactions with students, faculty, and staff
- Capacity to monitor video surveillance and all applicable LACCD alarms systems and communicate any potential or actual threats to security officers, local law enforcement agencies and college staff
- Establish performance metrics that align with community-engagement and LACCD safety priorities. The metrics should track the percentage of completed safety escorts, the number of townhall/student/staff meetings conducted, and the number of assists rendered to the campus population
- Ability to develop—in partnership with LACCD—a standardized communication plan to provide notifications of incidents across all college campuses and to ensure efficiency, effectiveness, accountability and transparency
- Demonstrate a formal process to review, investigate, document and adjudicate all complaints, use of force, violations of policies, laws, rules, regulations or other inappropriate behavior by employees Conduct a risk, hazard, threat and vulnerability assessment of each college campus,



satellite facility and provide a written report detailing the results within 60 days of assuming responsibilities

- Ability to establish safety and security training curriculum for appropriate response measures for students, faculty, staff and administrators on relevant security concerns as identified by the risk, hazard, threat and vulnerability assessment
- Ability to integrate a safety intern, social services or cadet program in their overall safety and security delivery model
- Ability to supplement and work in partnership with other security providers at all LACCD Build project sites and to have the capacity to scale resources as needed to meet the District's needs.
- Ability to provide a security plan for the engagement of LACCD students that are unhoused and have access to college services and facilities.
- Ability for the Safety and Security provider(s) to only assign personnel to LACCD who have been fully vaccinated for COVID-19 or adhere with LACCD testing and monitoring policy:  
<https://go.boarddocs.com/ca/laccd/Board.nsf/goto?open&login&id=C8GUQW7D3A33#>
- Capacity to provide multiple uniform options for officers (in consultation with LACCD)

## 5. Technology

5.1 Describe the provider's in-house information technology resources and support. Include details on system hardware, software, and staffing. Include information system requirements to send and receive account information.

5.2 Describe the provider's ability to provide radio communications across all nine campuses and satellite facilities and their telephone system capabilities. Include details on system hardware and software.

5.3 Describe the provider's ability to deploy an electronic software reporting platform to produce – daily, weekly and monthly statistical reports within 60 days of initiating contract.

5.4 Describe the provider's ability to deploy a case management system to account for all injuries, incidents and offenses that occur to provide campus safety and security reports within 60 days of initiating contract.



- 5.5 Describe the provider's ability to provide a computer aided dispatch capable of documenting and reporting detailed reports for statistical enterprise data within 60 days of initiating contract.
- 5.6 Describe information security including overviews of the provider's Information Security Policy and Disaster Recovery Plan used to protect confidential information.
- 5.7 Describe the provider's standard reports and ability to provide custom reports. Include samples.
- 5.8 Describe provider's ability for potential integration of autonomous robot technology solutions for patrol routes protection of campus property
- 5.9 Describe the provider's ability to install an electronic patrol check-in software or other system to record the locations that officers inspect across the campus within 60 days of initiating contract

#### **d. Program Costs and or Costs Savings**

##### **1. Cost Proposal**

- 1.1 Provide the provider's-fee structure for the deployment of the following minimum personnel allocation:
  - Armed security officers for dayshift - two for each campus location
  - Armed security officers for afternoon shift - two for each campus location
  - Armed security officers for early morning shift – one per campus
  - Armed security officers for shift relief for above stated positions
  - Armed security supervisors – one assigned to each campus location
  - Unarmed security officers – no less than 4 for each campus location for each of the three shifts and one for each satellite campus
  - Appropriate level of command, control and administrative element that includes:
    - Project Lead or Security Commander or equivalent
    - 2 Mid-Level Managers/Assistant Commanders
    - Administrative, Investigative and Clerical Support to support the Safety and Security Program

The District is interested in innovative scheduling and deployment solutions that



provides the highest level of security at a competitive price. Any provider selected must have the ability to scale (increase or decrease in the service area) personnel allocations based on the needs of the district. Provide rates for each position description listed for use in establishing pricing for a scalable personnel allocation.

- 1.2 Provide the provider's itemized fee structure for the assets and equipment identified in the scope of work to include but not limited to multiple patrol vehicle types, radio system (base and portable), body worn cameras, SOC, case management, electronic patrol check-in.

### **e. Compliance**

- 1.1 Describe the system's compliance with applicable statutes; its ability to meet the requirements of all applicable federal regulations, including the Family Educational Rights and Privacy Act (FERPA) and all applicable California statutes.

### **f. Additional Information**

- 1.1 What sets this organization apart from the competition?
- 1.2 Describe any additional services that will add value for the District.

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

### **2.1 Appendix 1 - Authorization to Contract.** Provide pages as necessary

Provide either an excerpt from your Corporate Resolution, Certificate of Secretary, or correspondence from the Chief Executive Officer or chairperson attesting that the individual signing the proposal has the authority to make binding representations on behalf of the financial institution.

#### **a. 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)



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

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

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

### **6.1. General**

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

### **6.2. Evaluation Procedures**

#### ***First Phase***

The first phase of the RFP process ("First Phase") shall commence with issuance and advertisement by the District of the RFP inviting interested providers to submit Proposals to provide safety and security services to the District. 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 First Phase of the RFP process.

Upon receipt by the District, Proposals shall be delivered to a panel of evaluators appointed by the District ("Proposal Evaluation Panel") consisting of appropriate District staff and possibly outside consultants. The Proposal Evaluation Panel will evaluate and score the subjective scoring areas of the Proposals according to the criteria listed below. Objective areas, such as costs, shall be scored in accordance with mathematical formulae pre-established by "DISTRICT". The results of the Proposal Evaluation Panel's scoring of the Proposals will be submitted to the Procurement Unit where the Specialist will tabulate the scores. received by each Proposer.

Based on the total scores for the First Phase, a short list of the top three scoring providers will be established who would then be invited to participate in the Second Phase of the



RFP process as described hereafter. If three or fewer providers have submitted Proposals as part of the First Phase, they will (subject to any determination of disqualification) all be invited to participate in the Second Phase.

### ***Second Phase***

In the second phase of the RFP process ("Second Phase"), interviews may be will be conducted of the Short-Listed Proposers and may or may not include, at the option of the District exercised in its sole and absolute discretion, interviews of References.

Interviews shall be conducted by a panel of evaluators appointed by the District ("Interview Evaluation Panel"), which may be comprised of those same persons who served as evaluators on the Proposal Evaluation Panel or may include or be wholly comprised of other persons appointed by the District. The Interview Evaluation Panel will conduct, evaluate, and score the Interviews.

If Reference Interviews are conducted, the person(s) identified by the Proposer in its Proposal as the contact person for the Reference will be interviewed and asked to give ratings or scores in response to a pre-established list of questions.

The score(s) received by each Short-Listed Proposers participating in the Second Phase will be submitted to the Procurement Specialist, who will add the total written proposal score to the total rating of the interview or presentation to arrive at an aggregate final score for each proposer.

### ***Third Phase***

Award or Negotiate. After evaluation and scoring of the First and Second Phases are complete the District will either (a) immediately accept the Proposal submitted by the highest-ranked Proposer or (b) conduct negotiations for the purpose of establishing agreed terms relative to pricing, staffing, and scope of services that are fair and reasonable to the District ("Negotiations").

As part of the Negotiations, the District may, but assumes no obligation to, engage in give and take in regard to the terms of a Proposer's Proposals, including, without limitation, staffing, personnel, price, hourly rates, or scope of services. The District will first attempt to negotiate an agreement with the highest-ranked Proposer. If the District is unable to do so, the District will formally terminate Negotiations with that Proposer and undertake Negotiations with the next highest-ranked Proposer, continuing that process until an agreement is reached. If the District is unable to reach an agreement with any of the Short-Listed Proposers, the District shall then have the option, in the exercise of its sole and absolute discretion, of repeating the Second Phase and Third Phase in the manner herein provided for all of those Proposers who were not short- listed.

Any selection and contract award is subject to review by the District's Chancellor and





authorization by the District's Board of Trustees.

### ***Request for Additional Information***

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

### **6.3. Evaluation Criteria**

The evaluation criteria will include the following:

- Proper Submission of Proposal: Receipt of proposal by due date as outlined in this proposal according to our specifications. Late submissions or delivery via facsimile will not be considered.
- Comprehensiveness of Services to be provided: Overall capabilities of the organization to meet the required service levels described in this RFP.
- Public Sector Experience and Resources: The financial institution's experience in providing services to the public sector, as well as dedicated resources and personnel.
- Assigned Relationship Manager/Team: The credentials and experience of the person(s) assigned to our relationship.
- Charges for Services: The amount of proposed charges and pricing increases in subsequent years.
- Service Enhancements: The institution's efforts to understand our needs and goals, and the creativity that demonstrates in introducing new technologies and efficiencies to improve our current practices and procedures.
- Community Involvement: Your institution's role as a corporate citizen and related CRA contributions.

Other Factors: Any other factors we believe would be in our best interest to consider which were not previously described.

By use of numerical and scoring techniques, proposals will be evaluated by a District evaluation panel against the factors specified below. Scores are based on a 100 point scale, as listed below:



<b>WRITTEN PROPOSAL</b>	
Criteria based on the required components of the proposal	Points possible
SUPPORT PROOF OF CAPABILITY: Provider Overview/ Experience/Client Services and References	25
PROGRAM & SERVICE REQUIREMENTS: Demonstrated experience to successfully provide the Project Management and Technology requirements.	35
Additional Information	5
Costs	25
SLEDV	10
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

The scoring for cost will be objective. The offeror with the lowest reasonable cost<sup>1</sup> will receive the maximum price points (25 points). All other proposals will receive a proportionately lower price score. The following formula will be used to determine each offer's evaluated price score.

<u>Lowest price proposal divided by the Price of Proposal being evaluation</u>	<u>X</u> 25 points = Evaluated price score

<sup>1</sup> A cost analysis will be conducted to look at the individual elements of the price (labor rates, direct and indirect materials and overhead, G&A expenses, profit/fee). Overhead or indirect rates may be verified and found reasonable by verifying such rates with the Government.



Evaluation Criteria for Interviews / Presentations

Interviews/presentations will be evaluated by LACCD against the factors specified below. The criteria are based on a 100-point scale, as listed below.

<b>CRITERIA FOR INTERVIEW/ PRESENTATION</b>	<b>Points Possible</b>
Presentation (including responses to scripted questions, if any)	20
Overall Communication / Interpersonal Skills	20
Overall Demonstrated Knowledge and presentation of ability to successfully perform the full scope of work	40
Overall Performance	20
<b>Total Possible Points</b>	<b>100 Pts.</b>

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

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

**6.4. Contract Award**

It is the intent of the District to award a contract 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.

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.

## **7. APPENDICES**

Appendix A: Scope of Work

Appendix B: Description of College Campuses

Appendix C: Program Costs and/or Cost Savings; Cost Proposal



### **Appendix A: Scope of Work**

1. Must have the capacity/capabilities to meet 24/7 coverage 365 days per year with scalability (increase or decrease in the service area), including a relief factor for scheduling.
2. Must have the flexibility to provide armed and unarmed security officer services upon request.
3. Demonstrate the ability to provide services to a diverse population.
4. Must have multiple uniform options for officers (consultation with LACCD)
5. Demonstrate and provide experience to facilitate Clery Act and Title IX reporting and applicable investigations.
6. Must utilize a labor union.
7. Demonstrate experience providing security services in an educational setting, higher education preferred.
8. Provider is required to support and liaise with the LACCD Director of Security on all matters of safety and security.
9. Demonstrate scheduling of security officers that provides for consistency of personnel that will be assigned to each college campus and satellite facility for the purposes of coordination with college staff and students as well as college safety systems, policies and procedures.
10. Demonstrate the capacity to assign supervision and management oversight to each college campus and satellite facility.
11. Ability to provide marked patrol vehicles, carts, bikes as required by client.
12. Ability to provide all safety equipment including but not limited to firearms, pepper spray, batons and handcuffs, as required by client.
13. Ability to provide all body worn camera capability for security officers to include a video management system.
14. Proof of Criminal Background check, federal, state and local – ensuring employees have no restrictions to provide services on campus pursuant to state and federal laws.
15. Proof of Sex Offender Registry check of all employees.



16. Must meet the minimum requirements for all Federal, State and Local regulations/certification for security officers at community colleges
17. Must have the ability to generate reports as required by LACCD administration.
18. Deploy an electronic software reporting platform to produce – daily, weekly and monthly statistical reports within 60 days of initiating contract.
19. Deploy a case management system to account for all injuries, incidents and offenses that occur to provide campus safety and security reports within 60 days of initiating contract.
20. Ability to produce and submit reports for code violations and obtain criminal statistical information from local jurisdictions.
21. Ability to provide radio communications across all nine campuses and satellite facilities
22. Demonstrate ability to operate in a Security Operations Center SOC 24/7.
23. Ability to provide a computer aided dispatch capable of documenting and reporting detailed reports for statistical enterprise data within 60 days of initiating contract.
24. Potential integration of autonomous robot technology solutions for patrol routes protection of campus property.
25. Demonstrate ability and resources for investigative work and proven coordination with Law Enforcement Agencies.
26. Demonstrate the ability to engage the communities surrounding LACCD campuses and satellite facilities; understand the crime and quality of life issues that surround the respective facilities and develop intelligence and information that supports proactive safety and security operations.
27. Demonstrate ability to present facts and evidence in a criminal complaint.
28. Demonstrate ability to conduct wants and warrants and campus exclusion queries of individuals encountered on or impacting campus operations.
29. Demonstrate ability, written procedure and training for legal and constitutional requirements for detention of individuals.
30. Demonstrate ability to provide special event security, including dignitary protection with additional equipment and personnel, including explosive detection, undercover, intelligence and overwatch capabilities.



31. Demonstrate ability to perform crime scene processing and preservation of evidence
32. Provide proof of officer training to include but not limited to Sexual Harassment, First Aid/CPR, De-escalation, Mental Health Awareness/Autism, EMS/CIMS, Use of Force, Implicit bias, Cultural Competence, Procedural Justice, Active Assailant Response, Crowd Control/Management, Traffic Control within 60 days of initiating contract.
33. Provide policies and procedures including but not limited to Use of Force, detention, investigative review, community engagement, patrol operations, vehicle operations, crime scene and evidence processing.
34. The capacity to monitor video surveillance and all applicable LACCD alarms systems and communicate any potential or actual threats to security officers, local law enforcement agencies and college staff.
35. Install an electronic patrol check-in software or other system to record the locations that officers inspect across the campus within 60 days of initiating contract.
36. The ability to conduct regular penetration testing of all security technology and security procedures to ensure LACCD's security and safety expectations are being met and produce associated reports to LACCD staff as required by client.
37. Establish a standardized policy, process and operational guidelines to address homeless individuals in and around the college campuses.
38. Demonstrate knowledge of access control, intrusion detection and video surveillance analytics.
39. The ability to make senior leaders and managers with decision making authority available for meetings and committees with LACCD administration as required by LACCD administration.
40. Demonstrate capacity to implement a mental health and homeless outreach program with a proven history of positively impacting these populations.
41. Demonstrate the capacity to schedule, coordinate and provide on-going training with EMS and law enforcement agencies in the jurisdiction of each campus.
42. Demonstrate compliance with training requirements and the ability to work in an emergency management environment in accordance with ICS and NIMS protocols.
43. Demonstrate the ability to provide resources and trained personnel to function as members of the LACCD Incident Management Team (IMT) in a crisis.



44. The ability to conduct systematic audits of security systems, vulnerabilities and recommended improvement to LACCD facilities.
45. Develop a strategic security plan that includes security technology improvements, performance metric goals and work streams.
46. The ability to establish and maintain a formalized campus engagement program that includes student, employee, and community safety priorities.
47. Demonstrate the ability to coordinate, direct, participate and document townhall meetings; safety escorts; interactions with students, faculty, and staff.
48. Demonstrate the ability to provide personnel to conduct foot patrol, bike patrols, and use alternative vehicles such as golf cart patrols or other equipment in consultation with LACCD.
49. Establish performance metrics that align with community-engagement and LACCD safety priorities. The metrics should track the percentage of completed safety escorts, the number of townhall/student/staff meetings conducted, and the number of assists rendered to the campus population.
50. The ability to develop—in partnership with LACCD—a standardized communication plan to provide notifications of incidents across all college campuses and to ensure efficiency, effectiveness, accountability and transparency.
51. A formal process to review, investigate, document and adjudicate all complaints, use of force, violations of policies, laws, rules, regulations or other inappropriate behavior by employees
52. Conduct a risk, hazard, threat and vulnerability assessment of each college campus, satellite facility and provide a written report detailing the results within 60 days of assuming responsibilities
53. Demonstrate the ability to establish safety and security training curriculum for appropriate response measures for students, faculty, staff and administrators on relevant security concerns as identified by the risk, hazard, threat and vulnerability assessment
54. The Safety and Security provider(s) shall only assign personnel to LACCD who have been fully vaccinated or adhere with LACCD testing and monitoring policy
55. Demonstrate the ability to integrate a safety intern, social services or cadet program in their overall safety and security delivery model





56. Demonstrate the ability to supplement and work in partnership with other security providers at all LACCD Build project sites and to have the capacity to scale (increase or decrease in the service area) resources as needed to meet the District's needs.
57. Demonstrated the ability to provide a security plan for the engagement of LACCD students that are unhoused and have access to college services and facilities.



**Appendix B: Description of College Campuses**

**B1. San Fernando (SF) Valley Region Coverage**

	<b>SF Valley Region Coverage</b>		
	<b>Mission + Annex</b>	<b>Valley</b>	<b>Pierce</b>
<b>Campus Size</b>	36 acres	105 acres	426 acres
<b>Buildings on Campus</b>	953,938 ft <sup>2</sup>	1,250,000 ft <sup>2</sup>	982,590 ft <sup>2</sup>
<b>Features</b>	12 bldgs., 1 bungalow, 1 parking structure, including library, labs, maintenance facility/yard, surface parking lots, athletic fields, health fitness & athletics complex and open space. East Annex is end of bus line + hillside access makes attractive nuisance for homeless non-students. Tertiary property at 720 Foothill Blvd and fourth property at 13211 Hubbard Street (Mission College team patrols these locations too)	80 buildings and a parking structure + major construction of new Arts Building (opens 2021), including child development center, library, labs, maintenance facility/yard, surface parking lots, athletic fields, sports facilities and open space. Ease of access makes attractive nuisance for homeless non-students. Adding another 200,000 sq ft Theater Arts building early 2022.	58 buildings, 200 farm animals, including child development center, library, labs, maintenance facility/yard, surface parking lots, athletic fields, sports facilities and very expansive open space at this college.
<b>AY19-20 Enrollment</b>	10,098	26,796	29,056
<b>25% Enrollment Min On-Site</b>	2,525	6,699	7,264
<b>50% Enrollment Min On-Site</b>	5,049	13,398	14,528



**B2. Central Region Coverage**

	<b>Central Region Coverage</b>		
	<b>City + VDK (+ HS)</b>	<b>ELAC + South Gate</b>	<b>Trade Tech (+ HS)</b>
<b>Campus Size</b>	47 acres	88.4 acres	25 acres
<b>Buildings on Campus</b>	1,670,000 ft <sup>2</sup>	1,100,000 ft <sup>2</sup>	1,402,825 ft <sup>2</sup>
<b>Features</b>	19 bldgs, 5 bungalows, and 2 parking structures, including child development center, library, labs, maintenance facility/yard, surface parking lots, athletic field, sports facilities and open space. Metro line station at perimeter. Ease of access makes attractive nuisance for homeless non-students.	29 bldgs, 42 bungalows, 2 parking structures, including child development center, corporate center, library, labs, maintenance facility/yard, surface parking lots, athletic fields, sports facilities and open space. Bus terminal + Metro end-of line, plus ease of access makes attractive nuisance for homeless non-students.	12 buildings and 3 parking structures, including child development center, high school, library, labs, maintenance facility/yard, surface parking lots, athletic fields, sports facilities and open space. Multiple gangs overlapping in area. Bus lines, Metro lines at perimeter. Ease of access and proximity to skid row makes attractive nuisance for homeless non-students.
<b>AY19-20 Enrollment</b>	31,366	61,730	22,689
<b>25% Enrollment Min On-Site</b>	7,842	15,433	5,672
<b>50% Enrollment Min On-Site</b>	15,683	30,865	11,345



**B3. Southwest Region Coverage**

	<b>Southwest Region Coverage</b>		
	<b>Southwest (+2x HS)</b>	<b>WLAC + LAX Annex</b>	<b>Harbor (+ HS)</b>
<b>Campus Size</b>	78 acres	72 acres	65 acres
<b>Buildings on Campus</b>	989,439 ft <sup>2</sup>	921,471 ft <sup>2</sup>	843,086 ft <sup>2</sup>
<b>Features</b>	14 buildings, 15 storage containers, 8 parking structures and 2 bungalows, including child development center, high schools x2, library, labs, maintenance facility/yard, surface parking lots, athletic fields, sports facilities and open space. Nursing program location adds vulnerability. Multiple local gangs in immediate vicinity.	75 buildings, 14 storage containers, and 1 parking structure; includes library, labs, maintenance facility/yard, surface parking lots, athletic fields, sports facilities and open space. Ease of access and open space land owned by college makes an attractive nuisance for homeless non-students. 1 “annex” building at 1700 Sepulveda Blvd, Los Angeles, also owned/operated by WLA College (patrolled daily by College Bureau).	40 bldgs., 6 storage, 1 parking structure, including child development center, high school, library, labs, maintenance facility/yard, surface parking lots, athletic fields, sports facilities and open space. Proximity to swamplands, Ken Malloy Park, Machado Lake, surrounding open space plus ease of access and proximity to tiny homes and other homeless non-student encampments makes attractive nuisance.
<b>AY19-20 Enrollment</b>	12,056	21,772	12,647
<b>25% Enrollment Min On-Site</b>	3,014	5,443	3,162
<b>50% Enrollment Min On-Site</b>	6,028	10,886	6,324



**Appendix C: Program Costs and/or Cost Savings; Cost Proposal**

Provide a breakdown of the cost for each classification considered in the RFP response. The hourly and overtime rates should be inclusive of all costs associated with the position. The annual cost should be based on 2080 hours of annual work for the classification. **The District prefers the employee hourly rate to be inclusive of all charges, excluding overtime.**

A separate spreadsheet is required for each classification.

CLASSIFICATION	HOURLY RATE <sup>2</sup>	OVERTIME RATE <sup>3</sup>	SPECIAL COST <sup>4</sup>	ANNUAL COST <sup>5</sup>

<sup>2</sup> Hourly rate is considered the fully burdened rate for the classification.

<sup>3</sup> Provide the overtime rate for the classification, if applicable

<sup>4</sup> Identify any additional personnel costs—if any.

<sup>5</sup> Annual cost for based on basic hourly rate based on a 40 hour per week—without overtime or special costs—equivalent to 2080 Hours per year.



## **8. SCHEDULE OF EXHIBITS**

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



**Exhibit A: Non-Collusion Affidavit**

(TO BE EXECUTED BY PROPOSER AND  
SUBMITTED WITH ITS PROPOSAL)

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

IN WITNESS WHEREOF, the undersigned has executed this Non-Collusion Affidavit this

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

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

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

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



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

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

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

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

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

BIDDER \_\_\_\_\_

(Type or Print Complete Legal Name of Provider)

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

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





**Exhibit C: Completed Confidentiality Agreement**

The undersigned, a duly authorized officer of

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

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

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

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



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

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

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

If necessary, please print and sign additional pages.

PROPOSER \_\_\_\_\_

(Type or Print Complete Legal Name of Provider)

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

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



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

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

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

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

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

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

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

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



**Exhibit F: Professional Services Agreement**

**PLEASE NOTE: INSURANCE REQUIREMENTS WILL BE UPDATED VIA ADDENDUM**

**PROFESSIONAL SERVICES AGREEMENT**

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

By

,

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

,

("Contractor")

DATE:

TERM OF AGREEMENT:

From:

To:

**RECITALS**

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

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

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

**AGREEMENT**

1. **SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the



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

2. **WARRANTIES.** The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the Services. The Contractor warrants that Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the goods or services.
3. **FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Vice-President of Administration, or designee, at the College.
4. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
5. **TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
6. **TERMINATION OF AGREEMENT.** This agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor.
7. **DOCUMENTATION.** The Contractor agrees to provide to the District, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to the District in its use of the Services provided hereunder.



8. **RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this agreement by the Contractor or jointly by the Contractor and the District can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this agreement shall be the property of the District. During the term of this agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.
9. **CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the District and the Contractor shall be maintained on an accounting basis acceptable to the District and shall be available for examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.
10. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the District. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the District.
11. **DISTRICT REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the District in the implementation of this agreement.
12. **WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent caused by the District's



willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this agreement.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless the District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, servicemark, or tradename, furnished or used in connection with this agreement. The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

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

The Contractor shall provide the following insurance:

- Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less



than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.

- Professional liability insurance in an amount not less than one million dollars (\$1,000,000) per incident.
- Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.

Failure to maintain the insurance and furnish the required documents may terminate this agreement without waiver of any other remedy the District may have under law.

14. **AMENDMENTS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.

15. **ASSIGNMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.

16. **GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

17. **NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition,





marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.

18. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
19. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
20. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.
21. **SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.
22. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.
23. **NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.



24. **CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this agreement which is or may likely make the Contractor financially interested. (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which the Contractor has been retained pursuant to this agreement.

25. **REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS.**

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

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

No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

26. **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.**

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



**27. Provider hereby warrants that the products and services to be provided under this Agreement will comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, parts 1193 and 1194. Provider agrees to test and validate its product, and any related website or online content it produces, with sufficient regularity in order to ensure the product and associated content meet conformance with all applicable Revised 508 Standards and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards (see <https://www.w3.org/TR/WCAG21/>), in accordance with the required testing methods. The provider shall maintain and retain full documentation of the measures taken to ensure compliance with the applicable requirements stated above, including records of any testing or demonstrations conducted. Provider shall provide the District with copies of all Accessibility Conformance Reports (ACR) and Supplemental Accessibility Conformity Reports (SACR) that are produced related to the product or service. Further, Provider agrees to promptly respond to and fully resolve any complaint regarding accessibility of its products or services which is brought to its attention. All resolutions provided by the provider in response to complaints regarding information and communications technology (ICT) accessibility of its product(s) shall meet conformance with established WCAG 2.1 Level AA requirements. Provider further agrees to indemnify and hold harmless the Los Angeles Community College District, including any of its nine colleges using the provider's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds termination of this Agreement. Throughout the life of the agreement, the District reserves the right to independently perform any necessary testing on provider's product or service to verify conformance or any representation of conformance made by the provider with this section.**



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

**CONTRACTOR**

,

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

**DISTRICT**

LOS ANGELES COMMUNITY COLLEGE DISTRICT

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

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

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

Title: \_\_\_\_\_



**Exhibit G: SLEDV**

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

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

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

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

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

\_\_\_\_\_ *Title*