



LOS ANGELES COMMUNITY COLLEGE DISTRICT

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

REQUEST FOR PROPOSAL (RFP) NO. 24-09

MASS COMMUNICATIONS

RFP SCHEDULE	
RFP Posted	Tuesday, November 26, 2024
Questions Regarding the RFP are due to the District by 2:00 pm PST	Friday, December 13, 2024
Questions and Answers posted on Website	Friday, December 20, 2024
Proposer Responses Due by 2:00 pm PST	Friday, January 17, 2025
Presentation(s)/Interviews with Proposers	Tuesday, February 18, 2025, and Wednesday, February 19, 2025
Tentative Award Date	Friday, February 28, 2025
Board Date for Approval	Wednesday, March 5, 2025

Procurement Unit
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017-3719
213. 891.2332



TABLE OF CONTENTS

1. INTRODUCTION	5
1.1. Purpose of RFP	5
1.2. About the District	5
2. GENERAL GOALS AND SCOPE OF SERVICES.....	7
2.1. General Goals	7
2.2. Scope of Services	7
2.3. Term of Contract.....	7
3. GENERAL INFORMATION AND GUIDELINES	7
3.1. District Contact Person	7
3.2. Internet Access to this RFP.....	8
3.3. Unauthorized Communications	8
3.4. Interested Parties.....	8
3.5. Proposer Clarifications	9
3.6. False Information.....	9
3.7. District Confirmation	9
3.8. No Joint Offers Accepted	9
3.9. District Determinations.....	10
4. INSTRUCTIONS AND GENERAL CONDITIONS	10
A. RFP Schedule.....	10
B. Proposal Submission.....	11
C. Interviews/Demonstration	12
D. Meeting RFP Specifications	12
E. Proposed Information to be Accurate, Complete and Valid	12
F. Authorized Signatures.....	12
G. Authorization to Do Business	12
H. Requirements	13
I. Questions about RFP.....	13
J. RFP Addenda	14
K. Interpretation of Documents.....	14



LOS ANGELES COMMUNITY COLLEGE DISTRICT

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

L. Withdrawal/Proposal Irrevocable for 180 Days.....	15
M. Exemption from Disclosure	15
N. Pre-Contractual Expenses	15
O. Subcontractors.....	16
P. Immaterial Defect in Proposal	16
Q. Oral Communications	16
R. RFP as Part of the Final Contract	16
S. Proposed Contract	16
T. Exceptions/Deviations	17
U. No Commitment to Award	18
V. No Agreement Until Signed	18
W. News Releases	18
X. Use of District Employee's Names	18
Y. Adjustments to Contract.....	18
Z. Contractor Evaluation.....	18
AA. Termination or Cancellation.....	19
BB. Protests	19
CC. Executive Order N-6-22 Economic Sanctions Against Russia	19
DD. Other District Rights.....	20
5. PROPOSAL CONTENT AND FORMAT.....	20
5.1. General	20
5.2. Required Components of the Proposal	20
5.2.1 Required Format of Proposals	21
5.2.2 Required Content of Proposals	22
6.1. General	25
6.2. Evaluation Procedures	25
6.3. Evaluation Criteria	28
6.4. Contract Award.....	30
Appendix A: Scope of Work	31
Appendix B: Cost Structure.....	36
Appendix D: Mandatory documents to be Submitted in Response to this RFP	38



LOS ANGELES COMMUNITY COLLEGE DISTRICT

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

Exhibit A: Non-Collusion Affidavit	39
Exhibit B: Certificate of Non-Discrimination	40
Exhibit C: Completed Confidentiality Agreement.....	41
Exhibit D: Acknowledgement of All Addenda Issued By The District	42
Exhibit E: Exceptions and Deviations to the Standard Form Agreement	43
Exhibit F: Russian Economic Sanctions Certification	44
Exhibit G: CERTIFICATION OF SMALL, LOCAL, EMERGING, AND DISABLED VETERAN BUSINESS (SLEDV)	45
EXHIBIT H: CLOUD COMPUTING SERVICES AGREEMENT	46



1. INTRODUCTION

1.1. Purpose of RFP

The Los Angeles Community College District (LACCD) is soliciting proposals from qualified service providers to provide an omni-channel communication tool to assist with driving the enrollment of prospective students and retention of existing students from year to year. It is important to LACCD that the tool be able to engage with prospective and enrolled students via their preferred means of communication, digitally and 24 hours a day, 365 days a year. It is expected that qualified firms will propose the platform (product) and configure the functionality to meet the District's needs. The selected vendor shall provide a mass messaging service to include the capability for LACCD employees to communicate with stakeholders via voice, text/SMS and email via goal-driven outbound campaigns. Platform will provide real time reporting, multiple communication options and grouping.

LACCD is seeking to better serve all of our students' needs while freeing up staff to focus on the most critical, value-added, one on one interactions. A successful implementation and launch of the solution should reflect a positive Return of Effort in terms of time savings for LACCD staff members, increased student enrollment, and thus increased tuition revenue across the LACCD colleges.

It is the District's intent to award this project and the District reserves the right to enter into an agreement with one, or more, qualified firm(s) through this Request for Proposal (RFP) process.

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.

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.

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 highly diverse, multi-racial, and multi-lingual geopolitical area of approximately five million people in 2023 in roughly 900 square miles of the County of Los Angeles, including 36 cities and unincorporated communities, including the City of Los Angeles. The District extends from the San Fernando Valley and Sylmar areas north of metropolitan Los Angeles, down to the



Port of Los Angeles in the south; from the “west side” of Los Angeles, over to the eastern side of Los Angeles into Boyle Heights and the San Gabriel Valley.

The District’s nine colleges provide comprehensive, lower-division general education (the traditional first two years of a four-year degree) for transfer; education pathways for two-year certificates or Associate’s degrees; occupational education; credit and non-credit instructional programs and Adult Education to meet the needs of the surrounding communities; Career Education and Strong Workforce jobs training education; citizenship classes; and, in some instances, four-year Bachelor’s degree programs and other lifelong learning opportunities. The colleges receive accreditation, subject to renewal, from the Accrediting Commission for Community and Junior Colleges (ACCJC).

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 and all are fully accredited. The colleges range in size from about 22 acres (Los Angeles Trade-Technical College) to more than 450 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. Some of the colleges, like Los Angeles Trade-Technical College, 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’s 2023-2024 Fiscal Year budget, found online, [here](#), is from all funds and sources is \$10.4 billion, of which \$8.5 billion is for the District’s capital improvement and construction program, “BuildLACCD.”

In Fall 2023 the District employed more than 6,200 full-and part-time personnel and served over 170,000 full-and part-time students in the 2022-23 academic year. More information about the District and its colleges can be found online, [here](#). The student population of the LACCD is ethnically diverse with 60 percent Hispanic/Latinx, 16 percent White, 9 percent African American, 8 percent Asian, and 2 percent Multi-Ethnic. More detailed information about LACCD students can be found online, [here](#). In the 2022-23 Academic Year, the District conferred nearly 35,000 awards to students, including two-year degrees, degrees for transfer, and credit and non-credit certificates of achievement. The District maintains an active free-tuition program, the Los Angeles College Promise (LACP), available to all first-time, full-time students, regardless of age, race/ethnicity, or demographic background. Since its inception in 2017, over 30,000 students have participated in this program and about 7,500 LACP students are enrolled in LACCD colleges in the 2022-2023 academic year.



2. GENERAL GOALS AND SCOPE OF SERVICES

2.1. General Goals

The District welcomes a diverse pool of proposers to respond to the Request for Proposal as outlined above, with a strong preference for those with a demonstrable history of providing support to individuals and communities from diverse backgrounds, especially in service to educational institutions and higher education. This includes those firms that have received LGBTQIA certification by recognized municipal agencies.

The District does not guarantee any specific dollar volume of business with the successful proposers 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.

2.2. Scope of Services

The Scope of Services is described in Appendix A; however, the Respondent is expected to expand on this scope when submitting the 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 five (5) years unless terminated earlier in accordance with the provisions specified in District’s Standard Agreement.

3. GENERAL INFORMATION AND GUIDELINES

3.1. District Contact Person

Andrew Amavisca
Procurement Specialist
Los Angeles Community College District
Procurement Unit, 6th Floor
770 Wilshire Boulevard
Los Angeles, CA 90017-3719
email: amavisap@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 website for clarifications and/or addenda.

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

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

All Respondents are responsible for obtaining all RFP materials.

3.3. Unauthorized Communications

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

3.4. Interested Parties

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



3.5. Proposer Clarifications

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

3.6. False Information

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

3.7. District Confirmation

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

3.8. No Joint Offers Accepted

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



3.9. District Determinations

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

4. INSTRUCTIONS AND GENERAL CONDITIONS

RFP Instructions and General Conditions

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

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

A. RFP Schedule

RFP SCHEDULE	
RFP Posted	Tuesday, November 26, 2024
Questions Regarding the RFP are due to the District by 2:00 pm PST	Friday, December 13, 2024
Questions and answers posted on Website	Friday, December 20, 2024
Proposer Responses Due by 2:00 pm PST	Friday, January 17, 2025
Presentation(s)/Interviews with Proposers	Tuesday, February 18, 2025, and Wednesday, February 19, 2025
Tentative Award Date	Friday, February 28, 2025
Board Date for Approval	Wednesday, March 5, 2025

The District reserves the right, at any time to make adjustments in the form of additions, modifications or deletions to the RFP schedule. Such adjustments, if any shall be made by



RFP Addendum. References in the RFP Documents to the RFP Schedule or to date in the RFP Schedule shall mean the RFP Schedule as so adjusted.

B. Proposal Submission

The proposer shall submit to the District one (1) printed original and seven (7) copies of its proposal, together with one (1) copy of a USB drive containing an electronic version of the proposal in Microsoft Word format, addressing each of the items in this RFP and must be received by the District no later than 2:00 p.m. on Friday, October 18, 2024. Proposals are to be enclosed in a sealed package displaying the proposer's name and the words: "PROPOSAL RESPONDING TO RFP 24-09: Mass Communication"

Mail or deliver proposals to:

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

Submissions 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 Friday, January 17, 2025. Any proposals received after the time and date above may at the District's sole discretion of the District, be returned unopened or set aside without consideration.

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

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 G 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.

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 Andrew Amavisca, at email address: amavisap@laccd.edu on or before **2:00 p.m. Pacific Standard Time, Friday, December 20, 2024. Please include “RFP 24-09 Mass Communication” in the subject line.**

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

Written responses will be posted on the website:
<http://www.laccd.edu/Departments/BusinessServices/Contract-Services/Pages/Bids-And-Proposals.aspx>



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

J. RFP Addenda

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

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

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

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

K. Interpretation of Documents

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



L. Withdrawal/Proposal Irrevocable for 90 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 **ninety (90)** 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 the 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 Cloud Computing Services Agreement is presented in Exhibit G of this RFP, and the Implementation Agreement is also presented in this RFP, and both are proposed for execution. It may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of contract negotiations, if any.



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

T. Exceptions/Deviations

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

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

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

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

The Proposer's attention is again directed to sections 16 and 17 of the Cloud Computing 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 Cloud Computing 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 30 days 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 the District, not more than five (5) business days following the date of issuance of the District's Notice of Intent to Award with the contact below. **Protests received by the District after this date will be returned to the sender.**

The protest letter must state the basis for the protest and the remedy sought and should be addressed to:

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

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

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

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22

(EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. As a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the



sanctions identified on the U.S. Department of the Treasury website <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>. Failure to comply may result in the termination of contracts or grants, as applicable.

DD. Other District Rights

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

5. PROPOSAL CONTENT AND FORMAT

5.1. General

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

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

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

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

5.2. Required Components of the Proposal (Left Blank Intentionally)



5.2.1 Required Format of Proposals

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

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

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

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

Sections should be separated by labeled tabs and organized in accordance with the 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 the Provider's capabilities may also be included as addenda to a submitted proposal.

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

- Cover Page
- Transmittal Letter
- Table of Contents
- Specifications of Scope of Services
- References

Appendices

- Appendix A – Scope of Services
- Appendix B – Cost Structure and Price Schedule
- Appendix C – Mandatory Documents to be Submitted in Response to this RFP

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 24-09: Mass Communications" and the submission due date and time. The Proposer should provide the corporate number issued by the California Secretary of State, unless it is a public agency. (Please see 4.G Authorization to Do Business)

2. Transmittal Letter

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

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

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

- Signature of a person authorized to bind the offering provider to the terms of the proposal
- Name and address of operating provider, names of owners or principals of provider. Also include a completed W-9.

3. Table of Contents

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



4. Responses to Specifications and Scope of Services

A. Proposals and Related Experience

This section should establish the ability of the proposer to satisfactorily perform the required work by reasons of demonstrated competence in the services to be provided.

Specifically include:

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

B. Experience in Higher Education

Please provide three (3) higher education organizations that your firm currently provides Customer Relationship Management services to. Please note that LACCD is specifically seeking firms that have ten (10) years of experience in providing services for higher education.

- a) Detail your experience in providing Mass Communication Solution services to organizations of a comparable size to LACCD (10,000+ total employees).
- b) Please provide the confirmation of opt out and opt back in ability for recipients.
- c) Please confirm the ability to mass upload 200,000 contacts for voice, text/SMS and email messaging.

The evaluation will consider amongst other factors length of practice, higher education years of experience, training, and longevity of existing relationships.



5. References

A minimum of three (3) references to be included with contact names and information are required. Also, each proposer shall provide copies of recent letters of reference from its current clients.

Include:

- Organization name
- Describe the work performed or is being performing for each client
- Contact Name
- Job Title
- Address
- Email address
- Telephone number
- Dates of service
- Description of service

6. Appendices to be Included in the Proposal

1. **Appendix A** - Scope of Work.
2. **Appendix B** – Cost Structure and Price Schedule.
3. **Appendix C** – Mandatory Documents to be Submitted in Response to this RFP
 1. Completed and signed Non-Collusion Affidavit (Exhibit A)
 2. Completed and signed Certificate of Non-Discrimination (Exhibit B)
 3. Completed Confidentiality Agreement (Exhibit C)
 4. Acknowledgement of all addenda issued by the District (Exhibit D)
 5. Completed and signed Exceptions and Deviations (Exhibit E)
 6. Completed and signed Russian Economic Sanctions Certification (Exhibit F)
 7. Completed and signed Small, Local, Emerging Disabled Veterans (Exhibit G)

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



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

In the event that a Provider fails to submit all or any part of items **(A) through (G)** above with its submission or if any submitted item is incomplete or incorrect, the 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

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

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements of 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 reject and make no award under this RFP.

6.2. Evaluation Procedures

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

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

- a) the availability of adequate resources and staffing to efficiently and expeditiously service District's needs;
- b) the necessary experience, organization, qualifications, skills and facilities to provide the scope of services set forth in this RFP;



- d) a satisfactory record of performance in the provision of the scope of services set forth in this RFP;
- e) the ability and willingness to comply with the requirements of Federal and State law.

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

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

Any contract awarded through this RFP with individuals, agencies, and/or firms will be effective for a maximum period of 5 years.

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 Mass Communication solution(s).

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. 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 five scoring providers will be established who will then be invited to participate in the Second Phase of the RFP process as described hereafter. If five 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"), the top five candidates will provide a comprehensive presentation and/or demonstration of their solutions proposed.

Interviews/demonstrations 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.

The score(s) received by the top five 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. Pursuant to Education Code Section 81645, the District can negotiate with the three highest scoring, responsible, and responsive proposers, and do a best and final offer concurrently, which means the District does not have to sequentially go through the highest scorer first.

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



6.3. Evaluation Criteria

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

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

WRITTEN PROPOSAL	
Criteria based on the required components of the proposal	Points possible
Ability to perform the scope of work & system requirements (including product integration or interfacing, and additional requirements)	30
Staffing, project organization, background and experience	25
References	10
Pricing	25
Small, Local, Emerging, Disadvantaged, Veteran (SLEDV)	10
TOTAL POSSIBLE POINTS	100

The lowest overall price proposal shall receive the maximum points. Points on proposals with a higher overall price shall be determined by dividing the lowest proposal price from a responsive proposer by the higher proposal price and multiplying by the maximum points as indicated below.

$$\frac{\text{Price of Lowest Proposal}}{\text{Price of Proposal}} \times \text{Maximum Points} = \text{Points Awarded}$$

Price shall remain valid for a period of **90** days from the proposal due date, until a contract is fully executed, or the RFP is cancelled.



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.

Finalists will be asked to provide a comprehensive presentation of the solution, to give one or more oral presentations and/or demonstrations with the following goals:

- a) Give the evaluation committee the opportunity to experience the proposed Mass Communication solution firsthand.
- b) Proposers have an opportunity to show their solution(s) and explain ease of use and what differentiates their solution(s) from the competition.

For the demonstration, a set of use cases may be provided to best address the specific circumstances at the LACCD, and a sandbox environment may be requested for the evaluators to directly experience the product.

INTERVIEWS/SOLUTION PRESENTATION/DEMONSTRATION	
Criteria based on the required components of the proposal	Points possible
Demonstrate a deep understanding of the scope of work to communicate with students, faculty, staff, external stakeholders, stop-outs, and prospective students.	40
Presentation of the ease of use of software, including an administrative-level user experience (member management/contact management, reporting functionalities, example of communications workflows using an Omni-channel communications platform) and the message-sender user experience (personalization of content and communication, and app/dashboard for users, if applicable).	40
The professional staff (partners, managers, seniors, supervisor, and trainers) demonstrated their experience in servicing multi-campus California Community College districts or higher education systems, and other educational agencies.	10
Cover the use of any outside staff that would be responsible for the District and college communication	10



processing.	
TOTAL POSSIBLE POINTS	100

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 the 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 organization in connection with the preparation or submission of a proposal.

6.4. Contract Award

It is the intent of the District to award contract(s) as the result of this RFP to the highest-ranked proposer(s). This may lead to one provider being awarded a single contract. However, at the absolute discretion of the LACCD, multiple proposers may be considered for award and the District reserves the right to apportion the requirements of this RFP among multiple service providers or to apportion all the services described in this RFP to a single provider if this is determined to be in its best interests. The District reserves the sole right to make this determination. Any contract issued to a successful proposer is subject to authorization by the District Board of Trustees. No agreement with the District shall be in effect until a contract has been approved by the Board of Trustees of the Los Angeles Community College District and has been signed by both parties.

The responsive proposals receiving the highest total scores will be recommended for award and selected to enter into contract negotiations with the District. If LACCD cannot come to acceptable contract terms with the vendors within a fixed timeframe that the District will specify, the District will terminate negotiations and move to the next highest ranked vendors that can provide the services requested in this RFP.

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



Appendix A: Scope of Work

The Los Angeles Community College District (LACCD) is seeking an omni-communication tool to assist with driving the enrollment of prospective students and retention of existing students from year to year. It is important to LACCD that the tool be able to engage with prospective and enrolled students via their preferred means of communication, digitally and 24 hours a day, 365 days a year. We are seeking to better serve all of our students' needs while freeing up staff to focus on the most critical, value-added, one on one interactions. A successful implementation and launch of the solution should reflect a positive Return of Effort in terms of time savings for LACCD staff members, increased student enrollment, and thus increased tuition revenue across the LACCD colleges. In addition, we need the ability to message external stakeholders as well as not-verified, prospective and stop-out students (e.g. no active student ID).

Functional Requirements

The selected vendor shall provide an integrated Customer Relationship Management (CRM) system for mass messaging that includes the capability for LACCD employees to communicate with stakeholders via voice, text/SMS and email via goal-driven outbound campaigns. Platform will provide workflow management, real time reporting, multiple communication options and grouping.

Scope of Work – Functional Priorities

The CRM must encompass the following functional features:

- Desktop and Mobile-friendly interface (responsive design)
- Ability messaging internal and external contacts (regardless if they have student ID numbers and those who do not).
- Functionality to support for mass uploading of contacts (200,000+ contacts)
- Drip campaigns and queries support
- Omni-Channel communications platform must have the ability to:
 - Allow scheduling permissions for the college and district administrators to schedule mass communications; i.e. be client- managed.
 - Create new messages from scratch, clone previous messages, and edit existing message templates to reach specific student outcomes.



- Create multiple distribution lists for multiple department needs. Ability for each department to manage their own user queue.
- Add recipients to an existing list rather than creating a new one.
- Add or edit recipient and contact information directly within the solution.
- Opt-out feature for recipient to unsubscribe from receiving future messages.
 - Provide recipients the ability to opt back in after unsubscribing.
 - Provide recipients with the choice to subscribe/unsubscribe from certain departments.
- Allow for the provisioning of long-form local telephone numbers.
- Configure permanent or “reuse” phone numbers for the District and each college.
- Store an unlimited amount of different contact numbers.
- Send voice, text/SMS, and email messages to an unlimited number of individuals.
- Set auto-archive dates on messages.
- Schedule a launch time and date for a message.
- Set up recurring notifications.
- Offer both grid and list view calendar interfaces to facilitate the management of planned and active campaigns across multiple departments.
- Customizable analytics and dashboards.

System Requirements

The CRM platform must meet the following system requirements:

- Be cloud-based, hosted in a high-security environment.
- Security shall be validated through certifications and documentation such as HECVAT, SOC 2, Type II, and all state and institution-specific security certifications.



- Ability to create custom reports, dashboards and/or statistics.
- Provide email, text and voice message analytics and tracking.
- Ability to handle data imports to add or change contact information through SQL Database or csv/excel file.
- Support Active Directory Single Sign On or LDAP.
- Provide corresponding mobile app for managing campaigns on multiple devices.
- Provide intuitive social media integration.
- Key data encryption in the database.
- CAN-SPAM compliant.
- Vendor will comply with WCAG 2.1 Level AA accessibility standards for both administrative users and message recipients.
- Platform accessibility shall be validated through documentation such as a VPAT or ACR created by a third party.



Business Requirements

The Vendor must acknowledge and/or answer whether it meets the following business requirements:

Any non-answer will be deemed to be a "no" answer.

A "no" answer will disqualify the proposer from consideration.

- Does the vendor have a mass communication platform that is currently in use at a minimum of 100 US higher educational institutions?
Yes ☐ No ☐
- Does the vendor have at least 10 years of experience in higher education?
Yes ☐ No ☐
- Are there data volume limitations associated with each type of communication offered?
Yes ☐ No ☐
- Are there requirements for minimum storage/users/capacity and/or tiers for discounted pricing?
Yes ☐ No ☐

Please note any applicable minimums and/or tier structures in your proposal as part of the information on an addition sheet in the Cost Proposal section in Appendix B.

- Upon request by the LACCD, the vendor will allow LACCD to have a third-party accessibility consultant evaluate the product for accessibility barriers.
Acknowledged ☐

Implementation Plan:

The Proposer will be responsible for the development and maintenance of the project task plan and schedule, based on the approach, methodology, and tools used successfully by the Proposer in previous engagements.

Proposers shall provide a comprehensive and detailed plan to implement services outlined in the scope of work. The proposer will be evaluated on its overall strategy, methodology, timetable and approach to service delivery and meeting LACCD's requirements.

The implementation plan should include a timeline outlining all activities from date of award to the start of service. A well-conceived plan should include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands the



objectives and work requirements with an associated timetable as well as the Proposer's ability to satisfy those objectives.

The implementation plan shall include key project team lead and members by name, title and specific responsibilities on the project. An organizational chart for the project team key Proposer personnel shall be included.

The Los Angeles Community College District recognizes that a detailed Training and Knowledge Transfer effort are critical to the success of this project. Your proposed approach should include at least the following:

- a) Process to determine training needs
- b) Method, schedule, and timeline to deliver training
- c) Knowledge transfer strategy, including description of roles and responsibilities

The proposal must describe the detailed implementation plan. The plan must provide how this approach will ensure District workforce's competence, enabling them to take ownership and run the system. The project work plan must identify key milestones in the knowledge transfer process and identify major deliverables of this process.

Optional Features and Functionality:

Vendor is encouraged to provide information and examples highlighting other capabilities and functions of the tool which may be outside the required functionality listed in Requirements and Technical Interrogatories of this document. Please list these in a separate section, clearly identified as optional features. Identify where these features are included as part of the standard solution and no additional pricing required. Also, if an add-on is required, include the function and cost.

Post Implementation Approach:

The Los Angeles Community College District requests that all respondents include recommendations of Post Implementation Support in their RFP responses.

Implementation

- Provide a written overview of your organization's experience supporting implementations of the proposed Mass Communication Solution.
- Describe your product development cycle and product roadmap.



- Describe your governance model and priority of customer input for product direction, enhancements, bug fixes, etc.
- Describe how your product achieves a distinctive competence among competitors

The Proposer responses should include an Implementation Plan to describe how will the Proposer address the Scope of Work listed above. Also, the Proposer will be required to sign an Implementation Agreement (this will be an addendum to the Cloud Computing Agreement), which is attached as a sample document.



Appendix B: Cost Structure

Are there any required up-front costs/ implementation costs associated with this product?

- Yearly maintenance/support cost:
Training cost. training and associated pricing for the product and different user types.
- Licensing/roles:
- Do you have separate pricing dependent upon communication type? (e.g., voice message vs. sms/text)? If yes, what is the pricing per user/per role?
- Additional costs. Please describe any third-party software or required hardware needed for optimal implementation of this product, and associated cost estimates.
- Any optional add features should be highlighted and any costs must be clearly identified.

For All Costs Associated with your Proposal, please complete Appendix B – Price Schedule.

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

It is the proposer's responsibility to understand the complexity of this service as well as the complexity of the proposed work and to submit the cost accordingly using the attached Price Schedule.

Cost Proposals

Proposers must submit all one-time costs and all itemized rates and fees.

Proposer must provide pricing and fee structures for the complete system as configured to meet the requirements of this RFP, including software and licensing costs, services, technical support, training system/site upgrades, customization, annual support, renewal fees and all other applicable fees and charges.



Appendix B Continued - Cost Proposal

(All applicable costs must be provided in this section)

Proposer Name

NOTICE TO PROPOSER:

The Proposer shall indicate below the offered price for providing a Mass Communication. Proposal must specifically record below the cost amount(s) proposed in the appropriate space(s) as required herein. Fixed cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Fixed Cost Proposal as required, the System shall determine the proposal to be non-responsive and reject it.

All pricing shall remain firm for the 5 years of the contract.

IF THERE ARE ANY ADDITIONAL COSTS OR FEES AND/OR ANY APPLICABLE MINIMUMS AND/OR TIER STRUCTURES, PLEASE DETAIL ON A SEPARATE SHEET.

	PROPOSED FIXED COST (Submitted on this worksheet only)					PROPOSED FIXED COST
	Term of Contract					
	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Total 5 Year Initial Term of Contract Cost stated below
Mass Communication Solution Fixed Cost						
Breakdown Cost						
Licensing/Subscription						
Implementation*						
Annual Support						
Training/Site Upgrades						
Hosting/Renewal Fees						

***Supplier to provide a detailed list of costs related to implementation. Attach separate sheet.**



Appendix C: Mandatory documents to be Submitted in Response to this RFP

- Exhibit A: Non-Collusion Affidavit
- Exhibit B: Certificate of Non-Discrimination
- Exhibit C: Completed Confidentiality Agreement
- Exhibit D: Acknowledgment of all addenda issued by the District
- Exhibit E: Exceptions and Deviations to the Standard Form Agreement
- Exhibit F: Russian Economic Sanctions Certification
- Exhibit G: Small, Local, Emerging, Disadvantaged, Vendor (SLEDV)



Exhibit A: Non-Collusion Affidavit

(TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH 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 _____, 2024

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 _____, 2024

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:

ADDENDUM NO.	DATE RECEIVED	SIGNATURE

If necessary, please print and sign additional pages.

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

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



Exhibit E: Exceptions and Deviations to the Standard Form Agreement

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

Section 7 - Term of Agreement

Section 21 - Governing Law

Section 22 - Non-Discrimination

Section 23 - Accessibility Requirements

Section 26 - Board Authorization

Section 31 - Requirements for Federally-Funded Contracts

Section 33 - Family Educational Rights Privacy Act (FERPA)

In the event that exceptions and deviations to the Cloud Computing 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 Cloud Computing Services Agreement
- ☐ We have the following or the attached exceptions and/or deviations to the Cloud Computing Services Agreement.

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

By _____ (Signature)

Name _____ (Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



Exhibit F: Russian Economic Sanctions Certification

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

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

Proposer Name (print): _____

Owner/Officer Name (print): _____

Owner/Officer Signature: _____

Date: _____



**Exhibit G: CERTIFICATION OF SMALL, LOCAL, EMERGING, AND DISABLED
VETERAN BUSINESS (SLEDV)**

The undersigned, a duly authorized officer of

_____, *does hereby certify,
represent and warrant the following statement(s) below: (Please check all statement
boxes that apply.)*

- ☐ A. Proposer is a "Small" business that has met the applicable ownership, operation, and size requirements, and has been certified by a Federal agency or a California public agency as a small business enterprise.
- ☐ B. Proposer is a "Local" business has its principal place of business in the County of Los Angeles.
- ☐ C. Proposer is an "Emerging" business that has been in business in its substantially current form for only up to five (5) years.
- ☐ D. Proposer is a "Disabled Veteran Owned" business that is fifty-one-percent (51%) owned and operated by one or more disabled veterans certified by the State of California Department of General Services or a Federal government agency.
- ☐ E. Does not apply / Choose not respond

Date: _____
_____ *Name of Bidder/Proposer*

By: _____
_____ *Authorized Officer Signature*

Title



EXHIBIT H: CLOUD COMPUTING SERVICES AGREEMENT

CLOUD COMPUTING SERVICES AGREEMENT

PARTIES:

LOS ANGELES COMMUNITY COLLEGE DISTRICT
("District")

By: _____
[Name of College]

[College Address]

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

("Contractor")

[Address]

Attn: _____
[Contact name and phone number]

DATE:

TERM OF AGREEMENT:



RECITALS

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

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

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

AGREEMENT

ORDER OF PRECEDENCE. The order of precedence shall be followed in resolving any inconsistencies between the Cloud Computing Services Agreement and the Implementation Agreement. The Cloud Computing Services Agreement shall take precedence if there is a conflict concerning the use of the software. If the terms are related to the implementation of the software, then the Implementation Agreement takes precedence.

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



District) and the responses thereto from Contractor and any document which purports to update or revise any of the foregoing; and (d) results of any Contractor “Proof of Concept” or similar types of presentations.

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

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



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

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

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

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

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



4. **WARRANTIES.** The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the Services. The Contractor warrants that Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the goods or services.

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

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

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

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

5. **FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Vice-President of Administration, or designee, at the College.
6. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this Agreement.



7. **TERM OF AGREEMENT.** This Agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
8. **TERMINATION OF AGREEMENT.** This Agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this Agreement by the Contractor.
9. **DOCUMENTATION.** The Contractor agrees to provide to the District, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to the District in its use of the Services provided hereunder.
10. **DATA REQUIREMENTS.**

- (a) **Rights in Data.** All technical communications and records originated or prepared by the Contractor pursuant to this Agreement including papers, reports, charts, computer programs, End User Data, District Data and other documentation, but not including the Contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of the District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Agreement by the Contractor or jointly by the Contractor and the District can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this Agreement shall be the property of the District. During the term of this Agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.
- (b) **Data Privacy.** Contractor will use the District Data and End User Data for the purpose of fulfilling its duties under this Agreement and for District's and its End User's sole benefit, and will not share such Data with or disclose it to any Third party without the prior written consent of District or as otherwise required by law. Specifically, Contractor shall not use such Data for Contractor's own benefit and, in particular, will not engage in "data mining" of the District and End User Data or communications, whether through automated or human means, except as specifically and express required by law or authorized in writing by District.

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

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



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

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

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

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

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



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

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

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

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

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

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

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

Nothing in this Agreement shall in any way limit the ability of District to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to District are subject to the applicable state and federal law, including the California Public Records Act, and the release of Confidential Information in compliance with these laws will not constitute a breach or threatened breach of this Agreement.



- 12. CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the District and the Contractor shall be maintained on an accounting basis acceptable to the District and shall be available for examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.
- 13. RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venture, or employee of the District. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the District.
- 14. USE OF DISTRICT NAME AND LOGOS.** Contractor may not use District's name, logos, trademarks or service marks without prior written permission obtained from the District Board of Trustees.
- 15. DISTRICT REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the District in the implementation of this Agreement.
- 16. WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this Agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this Agreement.

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



to give Contractor timely notice of the claim shall not affect Contractor's indemnity obligation. District reserves the right to employ separate counsel and participate in the defense of any claim at its own expense.

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

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

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

The Contractor shall provide the following insurance:

- a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District, its Board of Trustees, employees and agents as an additional named insured and shall have a combined single limit of not less than two million dollars (\$2,000,000) per occurrence; four million dollars (\$4,000,000) aggregate. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy



shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.

- b) Professional liability insurance in an amount not less than one million dollars (\$1,000,000) per incident.
- c) Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.
 - If the work will include contact with minors, and the CGL policy referenced above is not endorsed to included affirmative coverage for sexual abuse or molestation. Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than one Million Dollars \$1,000,000 per occurrence or claim; two Million Dollars (\$2,000,000) aggregate.
 - **HIPAA Compliance.** The parties agree that, to the extent required by Legal Requirements, the services provided under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the services provided herein, including but not limited to regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) ("HIPAA").
 - **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.** Vendor, its employees, agents or representatives may be provided access to Student Information during its performance of this Agreement. Vendor acknowledges that it is subject to and will fully comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act. 20 U.S. C. SS 1232g; 34 C.F. R. Part 99, as amended (FERPA), for the handling of such information. Company will not disclose or use any Student Information except to the extent necessary to carry out its obligations under this Agreement and as permitted expressly by FERPA. Company shall implement and maintain administrative, physical and technical safeguards (Safeguards), at its expense, that prevent any collection, use or disclosure of, or access to, Student Information that this agreement does not expressly authorize, including without limitation, an information security program and/or protocols that meet the standards of industry practice to safeguard such Student Information.
- d) Technology, professional liability, data protection, and/or cyber liability insurance policies covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the performance of this Agreement as well as all Contractor costs, including damages it is obligated to pay District or any Third Party, which are associated with any Security Breach or loss of District and/or End User Data, regardless of cause (including, without limitation, Contractor negligence or gross negligence and unlawful Third Party acts). Costs to be covered by this insurance policy shall include without limitation: (1) costs to notify individuals whose Data was lost or compromised; (2) costs to notify individuals whose Data was lost or compromised; (3) costs associated with Third Party claims arising from the Security Breach or loss of Data, including litigation costs or settlement costs; and (4) any investigation, enforcement or similar miscellaneous costs. Such insurance shall provide coverage up to \$5 Million. For the purposes of this Section, "Security Breach" means: (1) the failure



by Contractor to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by Contractor of: (a) District and/or End User Data in any format or (b) Third Party corporate information in any format specifically identified as confidential and protected under a confidentiality or similar contract; (c) an unintentional violation of Contractor's privacy policy or misappropriation that results in the violation of any applicable data privacy laws or regulations; or (d) any other act, error, or omission by Contractor in its capacity as such is reasonably likely to result in the unauthorized disclosure of District and/or End User Data.

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

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

18. **AMENDMENTS.** This Agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This Agreement may be amended only in a writing signed by both parties.
19. **ORDER OF PRECEDENCE.** The following order of precedence shall be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any schedules, exhibits, attachments, addenda and other attached and included documents:
(a) the terms contained in the body of this Agreement; (b) the terms of the schedules, exhibits, attachments and addenda to this Agreement, provided no order of precedence shall be applied between said schedules, exhibits, attachments and addenda; and (c) all Documentation defined in the "Definitions" provision of this Agreement above not included in the foregoing (a) or (b) section herein.
20. **ASSIGNMENT.** This Agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.
21. **GOVERNING LAW.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
22. **NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which



implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this Agreement.

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

Specifically, and when relevant, Contractor hereby warrants that to the extent required under law the products and services to be provided under this Agreement will comply with the applicable accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, parts 1193 and 1194. To the extent required under law Contractor agrees to test and validate its product, and any related website or online content it produces, with sufficient regularity in order to ensure the product and associated content meet conformance with all applicable Revised 508 Standards and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards (see <https://www.w3.org/TR/WCAG21/>), in accordance with the required testing methods. The Contractor shall maintain and retain full documentation of the measures taken to ensure compliance with the applicable requirements stated above, including records of any testing or demonstrations conducted. Contractor will provide a current VPAT describing accessibility of the products. Contractor further agrees to indemnify and hold harmless the Los Angeles Community College District, including any of its nine colleges using the Contractor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds termination of this Agreement in accordance with Section 8 (Termination) herein. Throughout the life of the agreement, the District reserves the right to independently perform any necessary testing on Contractor's product or service to verify conformance or any representation of conformance made by the Contractor with this section.

- 24. EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this Agreement, certifies that it is an equal employment opportunity employer.
- 25. ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this Agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
- 26. BOARD AUTHORIZATION.** The effectiveness of this Agreement is expressly conditioned upon approval by the District's Board of Trustees.
- 27. SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this Agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this Agreement are severable.
- 28. TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to



affect such continued purpose are not appropriated or available as determined in good faith by the District, this Agreement shall automatically terminate and the District shall be relieved of any further obligation.

- 29. NOTICE.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.
- 30. CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this Agreement which is or may likely make the Contractor “financially interested” (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which the Contractor has been retained pursuant to this Agreement.
- 31. REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**

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

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

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



EXECUTIVE ORDER N-6-22 ECONOMIC SANCTIONS AGAINST RUSSIA

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

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

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

- 32. DISTRICT AUTHORITY.** Each party, by their respective signatures below, represents to the other party that it has full power and authority to execute this Agreement and grant the rights contained herein without the consent of any other party and the Agreement shall be binding upon the parties hereto. The Chancellor, Deputy Chancellor, Director of Business Services, Contracts Manager, Chief Facilities Executive, Director of Facilities Planning and Development, College President or Vice President of Administrative Services has delegated authority from LACCD Board of Trustees to bind the LACCD contractually. Warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement.
- 33. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.** When relevant, Contractor, its employees, agents or representatives may be provided access to Student Information during its performance of this Agreement. Contractor acknowledges that it is subject to and will fully comply with all applicable privacy regulations outlined in the Family Educational Rights and Privacy Act. 20 U.S. C. SS 1232g; 34 C.F. R. Part 99, as amended (FERPA), for the handling of such information. Company will not disclose or use any Student Information except to the extent necessary to carry out its obligations under this Agreement and as permitted expressly by FERPA. Company shall implement and maintain administrative, physical and technical safeguards (Safeguards), at its expense, that prevent any collection, use or disclosure of, or access to, Student Information that this agreement does not expressly authorize, including without limitation, an information security program and/or protocols that meet the standards of industry practice to safeguard such Student Information.
- 34. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD.** When relevant to this Agreement, Contractor affirms that, as of the Effective Date, it has complied with all applicable requirements to be considered Payment Card Industry Data Security Standard ("PCI DSS") compliant, and has performed the necessary steps to validate its compliance with the PCI DSS. Contractor agrees to supply the current status



LOS ANGELES COMMUNITY COLLEGE DISTRICT

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

Contractor's PCI DSS compliance, and evidence of its most recent validation of compliance not more frequently than annually upon request by District. Supplier agrees that it is responsible for the security of all cardholder data that it obtains or possesses on District's behalf with respect to those transactions, including but not limited to the functions relating to storing, processing, and/or transmitting such cardholder data.

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

CONTRACTOR

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 A TO CLOUD COMPUTING SERVICES AGREEMENT

SCHEDULE OF SERVICES AND SPECIFICATIONS



EXHIBIT B TO CLOUD COMPUTING SERVICES AGREEMENT

SCHEDULE OF PAYMENT

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

\$ _____

\$ _____

\$ _____

COSTS (IF ANY)

NOT INCLUDED IN FEES: \$ _____



IMPLEMENTATION AGREEMENT

Addendum to Cloud Computing Services Agreement

This Implementation Agreement ("Agreement") dated for reference purposes as of _____, 24____ ("Reference Date") is entered into between the **LOS ANGELES COMMUNITY COLLEGE DISTRICT** ("District") and _____ ("Contractor"), hereinafter each individually referred to as "Party" and collectively as "Parties."

RECITALS

A. Los Angeles Community College District, the nation's largest community college district, encompasses an area of roughly 900 square miles of the County of Los Angeles and serves a population of approximately five million residents. The District's nine (9) 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 ("Colleges").

B. On December 7, 2024, the District issued a Request for Proposal No. 24-09 ("RFP") for the competitive procurement of qualified Contractors to implement a Mass Communication Solution. Contractor is expected to provide a Software as a Service (SaaS), or Platform as a Service (PaaS) solution. Contractor will provide the platform (product) and configure the functionality to meet the District needs, which includes multiple professional services beyond installation, including data mapping and translation activities, data cleansing activities, assembly of data marts / OLAP cubes, API programming, training and support and upgrade notice and assistance.

C. Contractor represents that it has the requisite professional skills, business processes, and information technology knowledge, implementation methodology, experience, project management expertise, integration capabilities, and resources required to perform and deliver the services and other things required of it by the terms of this Agreement.

AGREEMENT

In consideration of the foregoing Recitals (which are hereby incorporated herein) and the mutual covenants and agreements contained herein, the Parties agree as follows:



1. Definitions.

The following terms, when used in this Agreement, shall have the following meanings:

1.1 "Accessibility Laws".

"Accessibility Laws" shall mean the Applicable Laws governing accessibility of electronic and information technology to persons with disabilities, including, without limitation, Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794d) and Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131 *et seq.* and 12181 *et seq.*), including the technical standards and guidelines in the most current edition of WCAG 2.0.

1.2 "Additional Services".

"Additional Services" shall mean the services described or referenced in Section 6 hereof.

1.3 "Additional Services Compensation".

"Additional Services Compensation" means the Additional Services Fees payable to Contractor for its performance of Additional Services.

1.4 "Additional Services Fees".

"Additional Services Fees" shall mean the fees payable to Contractor at the Contract Rates for time expended in the performance of Additional Services by Contractor/Contractor's Personnel listed in Exhibit "C" – Contract Rates attached hereto.

1.5 "Agreement".

"Agreement" shall mean this Implementation Agreement, inclusive of its exhibits.

1.6 "Applicable Laws".



"Applicable Laws" shall mean applicable statutes, ordinances, regulations, policies and guidelines (including, without limitation, Accessibility Laws), which are in effect at the time the Services under this Agreement are performed or required to be performed by Contractor.

1.7 "Basic Compensation".

"Basic Compensation" shall mean the Basic Services Fees payable to Contractor for its performance of Services in accordance with this Agreement.

1.8 "Basic Services Fees".

"Basic Services Fees" shall mean the fees payable to Contractor at the Contract Rates for time expended in the performance of Services by Contractor's Personnel listed in Exhibit "C" – Contract Rates attached hereto; provide, however, that no time for travel from or to personal residences to Contractor's or a Subcontractor's place of business shall be included in the calculation of Basic Services Fees. Basic Services Fees and the sole and exclusive compensation to Contractor for performance of the Services and are presumed to include all costs and expenses, of any kind, associated with Contractor's performance of the Services.

1.9 "Business Days".

"Business days" shall mean Monday through Friday, except national and state holidays.

1.10 "Contractor".

"Contractor" shall mean the Party identified as "Contractor" in the preamble to this Agreement.

1.11 "Contractor's Personnel".

"Contractor's Personnel" shall mean the individuals, whether employees of Contractor or a Subcontractor, performing Services under the job titles/positions listed in Exhibit "C" – Contract Rates attached hereto (including, without limitation, Contractor's Project Manager) and that are billable to the District at the Contract Rates set forth in Exhibit "C" – Contract Rates attached hereto that correspond to such job titles/positions.

1.12 "Contractor's Software".

"Contractor's Software" shall mean any and all software, code, patches, modules, toolsets or plugins incorporated into the Mass Communication Solution by Contractor. Contractor's Software shall not include configuration of Licensor Modules.

1.13 "Contract Rates / Price Schedule".

"Contract Rates / Price Schedule" shall mean the rates for Services and Additional Services set forth in Exhibit "C" – Contract Rates attached hereto. Contract Rates are deemed to be fully burdened, "all in" rates that cover all of Contractor's direct and indirect overhead and profit, including, without limitation, all travel (mileage or otherwise) and subsistence expenses.



1.14 "Creative Works".

"Creative Works" shall mean any and all original works of authorship fixed in any tangible medium of expression, including, but not limited to, writings, charts, drawings, software, videos, photographs, music, designs, and mask works, and further including, but not limited to, any other subject matter for which copyright or mask work protection would apply, specifically including process designs, computer software, materials, instructional and procedural manuals, and related documents and copies thereof.

1.15 "Days".

"Days" shall mean calendar days.

1.16 "Deliverable".

"Deliverable" shall mean work product to be provided by Contractor pursuant to Exhibit "A" – Description of Services attached hereto.

1.17 "Final Completion".

"Final Completion" shall mean full and final completion of the Services, including achievement by Contractor's Milestones, acceptance of Contractor's achievement of Milestones by District, and the implementation of the Mass Communication Solution for the District.

1.18 "Generic Know How".

"Generic Know How" shall mean, material other than Confidential Information of the District that is used in, enhanced, or developed in the course of providing Services hereunder that is of a general abstract character (or may be generically re-used) including, without limitation: methodologies; delivery strategies, approaches and practices; generic software tools, routines, and components; generic content, research and background materials; training materials; application building blocks; templates; analytical models; project tools; development tools; solutions and descriptions thereof; ideas; and skills.

1.19 "Go Live".

"Go Live" shall mean the date at which a College or the District begins utilizing the proposed solution with a level of functionality that reflects full achievement by Contractor of the Milestones.

1.20 "Implementation" or "Implement".

"Implementation" or "Implement" shall mean the process by which the Solution is implemented, and adapted for use by the District as provided in this Agreement. Implementation includes, but is



not limited to assessments, planning, designing, development, deployment, knowledge transfer, converting of systems, and reengineering of business processes.

1.21 "Invoice".

"Invoice" means the Contractor's itemized invoice requesting payment of a portion of Basic Compensation or Additional Services Compensation.

1.22 "Intellectual Property".

"Intellectual Property" shall mean, as to Contractor's work product provided under this Agreement, all ideas, Inventions (whether patentable or not and whether or not such inventions are described or claimed in any patent or patent application), Joint Inventions, discoveries, improvements, designs (useful or ornamental), technical or other information, and works subject to copyright, all as may be manifest in or result from specifications, manuals, reports, drawings, functional or system block diagrams, flowcharts, circuit diagrams, design or user documentation, engineering notebooks, schematics, simulation data, procedures, processes, flows, software, firmware or other tangible or intangible embodiments of information, which relate to the concept, function, design, development, manufacture, testing, use, operation, maintenance or repair of any system (whether hardware, software, or combined) product, apparatus, article of manufacture, program, process, method, or service. "Intellectual Property" shall also include patents, patent applications (including continuations, continuations-in-part, divisions, reissues, reexamined patents and patent applications, and extensions thereof), copyrights, trademarks, service marks, trade names, logos, trade secrets, and any proprietary right(s) residing in or derived from the subject matter above. Excluded from this definition are pre-existing intellectual property of either Party and Generic Know-How learned in the course of performing the Services covered by this Agreement.

1.23 "Invention".

"Invention" shall mean an idea, design, technique, invention, discovery, or improvement thereof, patentable or not, any part of which is conceived or reduced to practice in performance of this Agreement by Contractor or Contractor's Personnel. "Invention" does not include Generic Know-How learned in the course of performing this Agreement.

1.24 "Key Personnel".

"Key Personnel" shall mean the members of Contractor's Personnel who are identified by position and/or name in Exhibit "A" – Key Personnel attached hereto who are deemed of the essence to this Agreement.

1.25 "Milestone(s)".

"Milestone(s)" shall mean the performance milestones set forth in Exhibit "D" – Performance Milestones attached hereto.



1.26 "Milestone Payment Schedule".

"Milestone Payment Schedule" means the Parties' agreed allocation in Exhibit "F" – Milestone Payment Schedule of the Maximum Price to the separate Milestones.

1.27 "Platform".

"Platform" shall mean Drupal 8, with compatibility to upgrade to Drupal 9 when released.

1.28 "Platform Modules".

"Platform Modules" shall mean all modules of the Platform which are to be utilized in the Mass Communication Solution, along with any Contractor Software required to be provided by Contractor as part of the Services.

1.29 "Project Lead".

"Project Lead" shall mean the lead person acting on behalf of District. Except as expressly set forth in this Agreement, "Project Lead" shall not be interpreted in such a way as to defeat the responsibility of Contractor for providing the overall expertise in how to design and Implement the BI solution.

1.30 "Project Manager".

"Project Manager" shall mean the person acting on behalf of Contractor as its project leader as described in Section 4.1 hereof.

1.31 "Proprietary or Confidential Information".

"Proprietary or Confidential Information" of the District means all information concerning the past, present or future business or educational activities of District, its employees, Contractors and/or students, as well as any information reasonably identifiable as the confidential and proprietary information of District. "Proprietary" or "Proprietary or Confidential Information" of the Contractor means information that is, and that the Contractor has clearly identified in writing to the District as being, confidential and proprietary information of the Contractor. "Proprietary Information" of a Party does not include any information which (i) is or becomes publicly available through no act by the other Party constituting a violation of a duty of confidentiality; or (ii) was or is rightfully acquired by the other Party from a source other than the disclosing Party, prior to receipt from the disclosing Party; or (iii) becomes independently available to the other Party as a matter of right. The District may require any or all of Contractor's Personnel and the Subcontractors' personnel to sign a Duty of Confidentiality Agreement prior to or at any time during performance of the Services.



1.32 **"Retention".**

"Retention" shall mean that portion equal to ten percent (10%) of each undisputed payment requested by Contractor in an Invoice that shall be withheld by District pending Final Completion.

1.33 **"RFP"**

"RFP" shall mean the Request for Proposal No. 24-01, to which Contractor provided a response and proposal to the District, as well as any materials and responses by Contractor.

1.34 **"Services".**

"Services" shall mean the services as described or referred to in Section 3 hereof and the Description of Services – Exhibit "A" attached hereto.

1.35 **"Standard of Care".**

"Standard of Care" means the standard of care set forth in Section 3.2 hereof governing Contractor's and its Subcontractors' performance of the Services and Additional Services.

1.36 **"Subcontractor".**

"Subcontractor" shall mean a person or Contractor approved by District that has a contract with Contractor to provide a portion of the Services or Additional Services.

1.37 **"Users".**

"Users" shall mean any individual or entity authorized by District to use the District's, or any College's, resources associated with the BI Implementation and Data Analytics Solution.

1.38 **"Mass Communication Solution"**

"Mass Communication " (or "MC") shall mean the District and all of its Colleges' gaining access to solutions that will provide actionable insights from raw data.

2. Term.

This Agreement shall be effective as of the Reference Date and shall continue to be in effect until the following: (a) five years from the Reference Date or (b) termination of this Agreement in accordance with the provisions of Section 12 hereof. Time is of the essence to performance by Contractor of its obligations under this Agreement. However, the Parties acknowledge that due to the joint, iterative, and interactive nature of the Services,



delay by the District in meeting its obligations may cause the Contractor to be unable to meet previously agreed-upon timetables and that no such delay will violate this 'time is of the essence' provision so long as the Contractor has fully complied with the requirements of Section 4.3(D) hereof.

3. Services.

3.1 Scope of Services.

The Services consist of those services, whether provided by Contractor or Subcontractors, described or referred to in the Exhibit "A" – Description of Services attached hereto, as well as any other services within the scope of Contractor's field of professional services that are reasonably inferable as being necessary, and that are customarily furnished by other providers of services of the type and nature provided for in this Agreement, to accomplish the Services expressly described in Exhibit "A" – Description of Services attached hereto. In addition, the scope of Services shall be deemed to incorporate the representations made by Contractor in its proposal submitted in response to the RFP, a copy of which is attached hereto as Exhibit "G" – RFP Proposal.

3.2 Standard of Care.

Contractor agrees to perform the Services and Additional Services in an expeditious and economical manner consistent with the interests of District and in accordance with generally accepted professional standards and practices for services of similar scope and complexity. Contractor and its Subcontractors are responsible to perform all Services and Additional Services to the level required by the Standard of Care and nothing stated elsewhere in this Agreement shall be interpreted as relieving Contractor from responsibility or liability for the acts or omissions of Contractor or its Subcontractors that fall below the Standard of Care.

3.3 Deliverables.

Deliverables consisting of written or electronic work product shall, when submitted, include a written description that includes each of the following: (1) the Deliverable Number; (2) the Deliverable name; (3) the Deliverable type; (4) the Deliverable purpose; (5) the Deliverable content and description; (6) the Deliverable sign-off process; (7) the Party responsible for the Deliverable; (8) the format of the Deliverable; (9) the period of time for review of the Deliverable; and (10) the date that Contractor has scheduled for return of the Deliverable to Contractor by the District.

4. Administration of Agreement - Contractor

4.1 Contractor's Project Manager.

Contractor's Project Manager shall be the person acting on behalf of Contractor who is responsible for Contractor's day-to-day activities related to Contractor's performance of this Agreement. The Project Manager shall report to the District in the manner set forth in Section 4.3 (Reporting by Contractor) hereof. The Project Manager shall assign and schedule all other Contractor's Personnel in their performance of the Services. Project Manager shall act as Contractor's representative for dispute resolution. Project Manager shall meet and confer with the District's Project Lead on a regular basis. Contractor's Project Manager as of the Reference Date is the person identified as Project Manager in Exhibit "A" – Key Personnel attached hereto.



4.2 Contractor's Personnel.

A. Staffing.

Contractor's Personnel assigned to the performance of the Services are listed by job title/position and/or name in Exhibit "C" – Contract Rates attached hereto. Contractor represents and warrants that all Contractor's Personnel assigned to perform Services or Additional Services under this Agreement have prior experience performing the specific tasks to which they are assigned on previous implementations where they actually performed such tasks for higher education institutions. Contractor further represents and warrants that it has sufficient qualified personnel to timely complete all of the Services set forth in this Agreement, and that it does not currently have any positions which are not filled with qualified personnel for which the absence of such qualified personnel would impact the Services to be provided to the District in any timely and material way, and that for so long as such personnel are employed by Contractor, Contractor will provide and maintain such qualified personnel in the performance of the Services throughout the Term of this Agreement.

B. Approval.

The District has the sole discretion to approve or disapprove of Contractor's Personnel and no member of Contractor's Personnel (other than clerical staff) shall begin to perform Services without prior approval of the District. If and to the extent the Contractor has not already done so as part of its response to the RFP, Contractor shall provide the District with a resume of each such member of Contractor's Personnel and provide the District with an opportunity to interview such person prior to his/her performing any Services.

C. Cessation.

Contractor shall provide written notice to District as soon as it becomes aware of the cessation, or impending cessation, of performance of Services by any member of Contractor's Key Personnel, whether such cessation is due to a termination of his/her employment by Contractor's or a Subcontractor, a request of the District pursuant to Section 4.2, D hereof, or for any other reason. No member of Contractor's Key Personnel, for so long as he/she is employed by Contractor or a Subcontractor, may be removed or reassigned from performance of the Services without the District's advanced written approval. To the extent reasonably possible under the circumstances, a member of Contractor's Key Personnel who is ceasing performance of Services shall remain assigned to the performance of the Services for a minimum of ten (10) Business Days (unless District requests a shorter period of time pursuant to a cessation requested by District pursuant to Section 4.2, D hereof) for the purpose of training/educating his/her replacement. There shall be no charge to the District for the replacement member's time performing Services during such training/educating period. If a cessation in the performance of Services by a member of Contractor's Key Personnel is for the purpose of reassigning the member to another project of Contractor and the cessation is approved by District, the removed member shall, at District's request, if reasonably possible, be returned to performance of the Services under this Agreement within ninety (90) Days of the date of his/her cessation of performance of the Services. In the event Contractor replaces a member of Contractor's Key Personnel and such replacement was not approved by the District in the manner herein provided, the District shall not be obligated to pay for any Basic Services Fees associated with any Services or Additional Services performed by the replacement member unless and until the replacement member is approved by the District.



D. Removal.

The District may direct Contractor to remove any member of Contractor's Personnel whom the District reasonably and in good faith deems unsuitable in qualifications, performance, or conduct and the Contractor shall promptly replace such member in accordance with the provisions of this Section 4.2. In addition, and notwithstanding any other provision of this Agreement to the contrary, in the event that a member of Contractor's Personnel performs the Services or Additional Services in a manner that is deemed unacceptable by the District, the District will notify the Contractor stating the nature of the District's dissatisfaction. With respect to any problem created by such member that can be corrected, if Contractor fails to promptly correct the problem, District reserves the right to disallow all Basic Services Fees associated with that member's unsatisfactory performance.

E. Replacement.

Contractor shall promptly fill any vacancy in Contractor's Personnel with personnel approved by the District and having qualifications at least equivalent to those of the member being replaced.

4.3 Reporting by Contractor.

A. Weekly Meetings.

To control expenditures and to provide the District with current information as to the status of Contractor's performance of the Services, Contractor's Project Manager and other members of Contractor's Key Personnel as requested by District shall meet at least weekly with their District counterparts to review a written report provided by Contractor which contains:

- (1) The status of all Services, including, without limitation, all tasks, subtasks, Deliverables, goods, services, and other work, scheduled to be completed during the week, including the percentage of completion to date of each.
- (2) The status of any unscheduled tasks, subtasks, Deliverables, goods, services or other work.
- (3) The tasks, subtasks, Deliverables, goods, services, and other work scheduled to be completed in the following week.
- (4) Issues to be resolved and issues that were resolved, with specific reference to issues that have or might negatively impact or in any way delay completion of a Milestone or Deliverable.
- (5) Any other information which either Party believes is or may be significant to the other Party.



B. Monthly Executive Meetings.

No less frequently than monthly, Contractor's Project Manager and any other required executive-level personnel of Contractor will meet with District's Project Lead and other project sponsors to review the progress that has been detailed in the prior weekly reports. Upon District's request, Contractor shall provide reports as requested by the Project Executive Steering Committee or Board of Trustees of District in order to assist the District with its routine reporting obligations.

C. Quarterly Reports.

Contractor shall provide District with quarterly written reports of:

- (1) The high-level status of Services, including, without limitation, all tasks, subtasks, Deliverables, goods, services, and other work, scheduled to be completed during the quarter.
- (2) The status of all unscheduled tasks, subtasks, Deliverables, goods, services, or other work.
- (3) The high-level status of Services, including, without limitation, all tasks, subtasks, Deliverables, goods, services, and other work, scheduled to be completed in the following quarter.
- (4) Issues to be resolved and issues that were resolved, with specific reference to issues that have or might negatively impact or in any way delay completion of a Milestone or Deliverable.
- (5) Any other information which either Party believes is or may be significant to the other Party.

D. Alert Reports.

Contractor shall promptly notify in writing District's Project Lead on becoming aware of any change, problem or delay that would impede, prevent, or increase the cost of completion of the Services, a Milestone, or any Deliverable, but in no event more than ten (10) Days after becoming aware of such change, problem, or delay. Such written notice shall include a detailed description of the relevant change, problem, or delay and include recommendations for resolution or disposition. In the event that Contractor believes that the change, problem, or delay is caused by any action or inaction by the District, Contractor shall include in such Alert Report the following information: (1) the specific District action or inaction, if any, which Contractor believes has caused the change, problem, or delay; (2) any resource which District was required to provide related to the Services, Milestone, or Deliverable which Contractor believes the District has failed to provide; and (3) an estimate of the hours of services by Contractor's Personnel or other resources that would be required to recover from or overcome the impact of the change, problem or delay. No claim or request for a change order based on such change, problem, or delay that has been caused by District shall be made by Contractor, nor shall it constitute an excuse of performance or grounds for extension of any deadlines or performance periods under this Agreement, unless Contractor has fully complied with the provisions of this Section 4.3(D). Contractor's sole and exclusive remedy for a change, problem, or delay for which it has provided written notice in accordance with the provisions of this Section 4.3(D) shall be an extension to the deadlines and performance periods under this Agreement that are critically and unavoidably impacted by such change, problem, or delay, along with such



additional compensation for Additional Services, if any, as permitted by Section 6 hereof. No other compensation or recovery is permitted.

5. Administration of Agreement - District

5.1 District's Project Team.

District's Project Lead shall meet and confer with Contractor's Project Manager on a regular basis. District's Project Lead shall have the right at all times to inspect any and all tasks, Deliverables, goods, services, and/or other work provided by or on behalf of Contractor. District's project team for purposes of administering this Agreement shall be the District's personnel listed in Exhibit "E" – District Project Team attached hereto. The District shall notify Contractor in writing of any change in the name or contact information of any member of District's project team.

5.2 District Personnel.

District personnel shall remain under the administrative supervision of District.

5.3 Third Party Contractors.

District may, in its sole reasonable discretion, separately contract with any third-party Contractor to perform any or all of the Services to be performed by District hereunder.

5.4 Acceptance of Milestones.

Subject to the provisions of this Agreement, Contractor shall perform the Services in a reasonably prompt and diligent manner, consistent with the Standard of Care, so as to achieve completion of the Milestones set forth in Exhibit "D" – Performance Milestones attached hereto. The Parties recognize and acknowledge that, in some cases, they will need to work together to achieve timely completion of the Milestones. At the point that the Contractor believes a Milestone has been achieved, the Contractor shall request in writing that the Milestone be accepted by the District, at which time the Parties will participate in good faith in the following procedure: Within ten (10) Business Days following the date Contractor requests that a Milestone be accepted (the "Evaluation Period"), the District shall: (1) accept the Milestone; (2) mutually agree with Contractor to extend the Evaluation Period beyond ten (10) Business Days; or (3) provide a detailed written "Notice of Failure to Achieve Milestone" explaining why the District believes the failure to achieve the Milestone is due to an inadequacy in the Contractor's performance. If the District provides a Notice of Failure to Achieve Milestone to the Contractor, the Contractor shall promptly perform, on an accelerated basis, all services required to achieve such Milestone as soon as reasonably possible. Any such services that would not have been necessary but for the inadequacy in Contractor's performance shall be performed by Contractor at its own expense and without charge to District. Alternatively, if the Contractor reasonably believes the reason the Milestone was not achieved was due to a failure of District to meet its obligations under the Agreement, Contractor shall provide detailed notice of such performance failures by the District pursuant to Section 4.3(D) hereof. The District will then perform all actions required of it by the terms of the Agreement and that are necessary to enable Contractor to promptly achieve the



Milestone, whereupon the Contractor may again request that the Milestone be accepted. At that point, the District shall either accept the Milestone or, if the Milestone fails acceptance for a second time for reasons attributable to inadequacies in the performance by Contractor, the District may decline to accept the Milestone and issue a new Notice of Failure to Achieve Milestone in the same manner and on the same conditions as aforesaid in this Section 5.4.

6. Additional Services.

6.1 Definition.

Additional Services consist of and are limited to services, not attributable to the negligence, willful misconduct, or a violation of this Agreement by Contractor, that are the result of Contractor's compliance with: (1) a written directive by the District that irreconcilably conflicts with a prior written directive or approval by District, including, without limitation, a request by District for a change in a Deliverable that has been previously approved in writing by District; (2) an inaccuracy or material incompleteness in information provided by District that has been reasonably relied upon by Contractor in performing the Services; (3) a written request by District for performance of professional services that are categorically different from and outside the scope of Services; or (4) changes in Applicable Laws that are enacted after execution of this Agreement. Before performing any Additional Service, the Parties shall endeavor to agree in accordance with Section 6.2 hereof on the scope, not-to-exceed compensation, and time schedule for performance of such Additional Services. Except as permitted by Section 6.2 hereof, Additional Services performed without such agreement by District shall be deemed performed at Contractor's own expense and at no cost to the District.

6.2 Compensation.

Prior to performance of Additional Services, the Parties shall endeavor to agree upon the compensation to be paid to Contractor as Additional Services Compensation. In the event the Parties are unable to agree, then District shall have the option to direct that the Additional Services be performed for an Additional Services Compensation equal to the sum of (1) the actual hours expended by Contractor's Personnel listed in Exhibit "C" – Contract Rates attached hereto in the performance of the Additional Services multiplied times the corresponding Contract Rates for such Contractor's Personnel as set forth in Exhibit "C" – Contract Rates attached hereto; provided, however, that under no circumstances shall the District be responsible to pay a total sum for Additional Services Compensation for such Additional Services that exceeds a sum that, taking into all of the circumstances under which such Additional Services were performed, is reasonable and fair to both Parties.

6.3 Board Approval.

Additional Services Compensation must be approved by District's Board of Trustees and Additional Services Compensation that is not so approved shall not be paid or payable by District under this Agreement. If the Board of Trustees fails to approve the Additional Services Compensation for performance of Additional Services, Contractor shall not be bound to perform the Additional Services.



6.4 Scope Reductions.

The District shall have the right to reduce the scope of Services under this Agreement in accordance with Section 12.2 hereof, in which event a proportional and equitable reduction shall be made in the Maximum Price.

6.5 Customization.

It is the stated intent of the Parties that, to the maximum degree possible, the Parties will Implement Mass Communication Solution utilizing a SaaS or PaaS application software. The Parties shall make every effort to see to it that the Services are performed in a manner in which standard functions and configurations of the Platform are favored over any customizations, including Contractor Software. If notwithstanding the foregoing, customization is required then the following procedures shall be followed: Prior to any customization, including Contractor Software, being Implemented as part of the BI Implementation, whether or not such customization or Contractor Software is chargeable to District, the Parties shall create a written summary of the effort to be undertaken, which shall describe the following: (1) the rationale for the customization; (2) the estimated additional Contractor resources required to achieve the customization; (3) the cost in Additional Services Compensation to the District of the customization, including the cost of future upgrades, support costs and other related implementation costs, if any; (4) the impact to the overall project schedule if the customization is authorized; and (5) the impact to the solution if the customization is not provided. District's Project Lead shall thereafter authorize or deny the customization within ten (10) Days of the receipt of such request. By way of clarification to the foregoing, any and all modifications necessary to insure that the BI software meets all requirements for reporting and compliance with all Federal and California state statutes and regulations, including those related to Accessibility Laws, shall not be considered a "customization."

7. Implementation Documentation

At District's request, Contractor shall provide District with documentation relating to the design and Implementation of Mass Communication Solution as specified in Exhibit "A" – Description of Services attached hereto. Contractor shall convey any ownership and other intellectual property rights therein as provided in Section 16 hereof (Intellectual Property). Any and all modifications necessary to insure that the Implementation of Mass Communication Solution meet all requirements for reporting and compliance with all Federal and California state statutes and regulations, including those related to Accessibility Laws, shall be Implemented by Contractor within the Maximum Price and the Term.

8. Basic Compensation

Contractor shall be paid a total Basic Compensation for performance of the Services (including, without limitation, Services performed by Subcontractors) comprised of predetermined Services Fees identified in Cost Proposal/ Price Schedule (based on the Cost Structure provide by Contractor) set forth in Exhibit "C" – Contract Rates attached hereto) not to exceed a Maximum Price of [REDACTED] Dollars/No Cents (\$[REDACTED]).



9. Invoices.

9.1 Submission.

Using a form of Invoice approved by District, Contractor shall submit an invoice on a(n) [semi-annual or annual] basis, no later than the 15th Day of the month, an accurate and complete Invoice, signed by Contractor, requesting payment for Services performed by Contractor. All Invoices shall be submitted to:

_____, Los Angeles Community College District, 770 Wilshire Blvd., Los Angeles, CA 90017, with copies to _____ at the same address. Amounts requested by Contractor in its Invoices shall be in-line with the cost identified in Contract's RFP proposal.

9.2 Substantiation.

Invoices shall be accompanied by written substantiation of the amounts requested for payment, including the following: (1) contemporaneous daily time sheets in support of requests for payment of Basic Services Fees and Additional Services Fees performed and payable on an monthly or annual basis (with or without a maximum price), with time discretely broken down by task (i.e., not based on "block billings" that consolidate different tasks into a single, large block of time), verifying time expended by Contractor's Personnel performing the Services and Additional Services; and (2) such other documentation as reasonably requested by District, either before or after receipt of such Invoice.

9.3 Approval by District.

Invoices submitted by Contractor for payment must have the written approval of District's Project Lead prior to any payment thereof (less any withholdings to which District is entitled under Section 9.6 hereof) which approval shall be provided or denied in a timely manner considering the circumstances, not to exceed fifteen (15) Business Days. In no event shall the District be liable or responsible for any payment requested in an Invoice prior to such written approval of such Invoice. If the District disputes a portion of an Invoice, its obligation will be to pay the undisputed portion.

9.4 Waiver of Claims.

Acceptance of final payment by Contractor shall constitute a waiver of all claims by Contractor, except for those previously made in writing and identified by Contractor as unsettled in Contractor's Invoice requesting such final payment that is prepared and submitted in accordance with this Agreement.

9.5 Withholding of Payments.

District shall have the right, in the event of a breach by Contractor of any provision of this Agreement, to withhold from monthly or final payments otherwise due and payable to Contractor, amounts to protect against losses or liabilities occurring or threatened as a result of such breach.

9.6 Continuous Performance.

Contractor shall not stop, slow, or suspend performance of the Services or Additional Services on account of any good faith dispute between District and Contractor.



9.7 Taxes.

Contractor shall be responsible for payment of all sales and other taxes incurred by Contractor or any Subcontractor.

9.8 Contract Rates.

Contract Rates as set forth in Exhibit "C" – Contract Rates attached hereto that are used in the calculation of Basic Services Fees or Additional Services Fees shall not be escalated or increased at any time during and for the duration of the Term.

9.9 Payment of Monthly/Semi-Annual/Annual Charges Does Not Imply Acceptance.

The making of any monthly/semi-annual/annual payment or payments by District shall not imply acceptance by District of any Services or Additional Services performed hereunder or the waiver of any warranties or requirements of this Agreement. District expressly reserves the right to disallow any charges which do not conform to the terms of this Agreement and to recoup and recover amounts overpaid or incorrectly paid.

10. Contractor's Representations, Warranties and Covenants.

10.1 Service Warranty.

Contractor represents, warrants and agrees that all Services to be provided under this Agreement shall be performed in a professional, competent, and timely manner by appropriately qualified personnel in accordance with Exhibit "A" – Description of Services attached hereto and as otherwise provided in this Agreement.

10.2 Implementation Warranty.

Contractor represents, warrants and agrees that the Contractor Software, shall conform in all material respects to the requirements and functions identified in Exhibit "A" – Description of Services attached hereto.

10.3 Limited Warranty.

For a period of twelve (12) months following the implementation of the Mass Communication Solution, Contractor shall make all corrections, or adjustments whether by repair, rework, replacement, or otherwise (collectively referred to for purposes of this Article as "Corrective Action(s)"), at no additional charge to the District, regardless of whether the Correction Action was necessitated by actions of Contractor or the District. Upon expiration of the twelve (12) - month period, Contractor shall thereafter perform Corrective Actions, at District, on an basis at the agreed Contract Rates.

10.4 Correction, Repair, or Replacement.

A. Contractor represents, warrants, and agrees that during the term of the Limited Warranty set forth in Section 10.3 hereof, it shall make all corrections, adjustments, or modifications, whether by



repair, rework, replacement, or otherwise (collectively referred to for purposes of this Section as "Corrective Action(s)"), necessary to comply with the warranties set forth in this Section 10 at no charge to District.

B. District shall promptly inform Contractor in writing of its request for Corrective Action. Contractor shall promptly take all reasonable steps to initiate Corrective Action as soon as practicable, but in no event shall Contractor take longer than ten (10) Business Days from receipt of a notice to take Corrective Action to complete such work unless mutually agreed in writing by the Parties.

10.5 Assignment of Warranties.

Contractor hereby assigns and agrees to deliver to District all representations and warranties received by Contractor from third party suppliers, to the extent assignable.

10.6 Litigation Warranty.

Contractor represents, warrants, and agrees that there are no existing or threatened legal proceedings against Contractor that would have an adverse effect upon its ability to perform its obligations under this Agreement or its financial condition or operations.

10.7 Virus Warranty.

The Contractor represents, warrants and agrees that Contractor will not cause, whether intentionally or negligently, any unplanned interruption of the operations of, or accessibility to, the District's Mass Communication Solution or any portion thereof through any device, method or means including, without limitation, the use of any 'virus,' 'lockup,' 'time bomb,' or 'key lock' device or program, or disabling code, which has the potential or capability of causing any unplanned interruption of the operations of, or accessibility to the Software as a Service (SaaS) or a Platform as a Service (PaaS) application or any portion thereof to District or any User or which could alter, destroy, or inhibit the use of the Mass Communication Solution or any portion thereof or the data contained therein (collectively referred to for purposes of this Section as "Disabling Device(s)") which could block access to or prevent the use of a SaaS or PaaS application or any portion thereof by District or Users. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any portion of software that was provided to District under this Agreement, nor shall Contractor knowingly permit any subsequently delivered portion of the software to contain any Disabling Device.

10.8 Insurance Premiums.

Contractor represents, warrants and agrees that it will pay all premiums, deductible amounts, and other costs required to maintain all insurance policies in accordance with Section 13 (Insurance and Indemnity) hereof.

10.9 Warranty Against Contingent Fees.

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, District may terminate this Agreement for



cause and, at its sole discretion, deduct from the amounts paid or payable hereunder, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

10.10 Representations and Warranties Throughout Agreement.

It is understood and agreed by the Parties that Contractor's representations and warranties are set forth throughout this Agreement and are not confined to this Section 10 (Contractor's Representations, Warranties and Covenants) hereof. CONTRACTOR MAKES NO EXPRESS WARRANTIES OTHER THAN THOSE THAT ARE SET FORTH IN THIS AGREEMENT. CONTRACTOR EXPRESSLY DOES NOT WARRANT THE OPERATION OF THIRD-PARTY SOFTWARE.

11. Protection of Proprietary Information.

11.1. Contractor is experienced and has the right to perform the Services and to incorporate the Platform in such a way that:

A. Contractor acknowledges that ownership of and title in and to all intellectual property rights, including patent, trademark, service mark, copyright, and trade secret rights, in District's Proprietary Information are and shall remain in District. Contractor acquires only the right to use District's Proprietary Information for the purposes of carrying out its obligations pursuant to this Agreement and does not acquire any ownership rights or title in or to the Proprietary Information and that of District and its licensors. Contractor shall not copy, translate or make derivative works out of any such Proprietary Information.

B. Contractor agrees to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information. Neither Party shall, without the other Party's prior written consent, disclose, provide, or make available any of the Proprietary Information of the other Party in any form to any person, except to its bona fide employees, officers, directors, or third parties whose access is necessary to enable such party to exercise its rights hereunder. Each Party agrees that prior to disclosing any Proprietary Information of the other Party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section with respect to the Proprietary Information.

11.2 Contractor accepts full responsibility for the acts or omissions of its employees, officers and agents with respect to Proprietary Information; and Contractor shall defend, indemnify and hold harmless District, its Board of Trustees, officers, employees and agents against any and all losses or damages suffered by District or arising from and/or in connection with any breach of confidentiality or inappropriate use of any Proprietary Information.



11.3 In the event Contractor develops, either independently or with District, any modifications or extensions to the Platform, or any other code or tangible product pursuant to the services to be provided by Contractor hereunder (collectively, "Work"), subject only to any contrary requirements relating expressly provided within the licensing terms of the Platform, such Work and all rights associated therewith shall be the exclusive property of District, and Contractor will not grant, either expressly or impliedly, any rights, title, interest or licenses to such Work to any third party. Contractor further agrees to assign all right, title and interest to any such Work and to execute, acknowledge and delivery to District any documents and do all things necessary to transfer ownership of such Work to District. Contractor agrees to secure such necessary rights and obligations from any of its employees or independent Contractors to satisfy the above obligations.

11.4 Notwithstanding, nothing in this Agreement is intended to convey rights in Contractor's pre-existing intellectual property or affect Contractor's right to use Generic Know-How learned in the course of providing services under this Agreement for the future benefit of District or others.

12. Termination.

12.1 Termination for Cause.

In addition to any other provision in this Agreement allowing a Party to terminate this Agreement, and without limiting any other remedies available at law, in equity, or under this Agreement, if either Party materially or repeatedly defaults in the performance of any of its duties or obligations under this Agreement, and: (1) within thirty (30) Days after written notice is given to the defaulting Party specifying the default, it is not cured to the reasonable satisfaction of the Party giving the notice of default, or (2) with respect to those defaults that cannot reasonably be cured within thirty (30) Days, if the defaulting Party fails to commence curing the default within fifteen (15) Days after receipt of the notice of default, and to continue proceeding with all due diligence to cure the default, then the Party not in default may terminate this Agreement by giving written notice of termination to the defaulting Party, which termination shall be effective immediately upon receipt of the notice of termination. If the default is incapable of being cured, then the foregoing cure period shall not apply, and notice of termination may be given directly and immediately by the Party not in default. If District terminates for cause, it will pay for all undisputed Services to the date of termination less amounts that District may withhold pursuant to Section 9.6 hereof. Payment of disputed amounts shall be subject to the dispute resolution provisions of this Agreement.

12.2 Termination for Other than Cause.

Notwithstanding any other provision of this Agreement, the District may terminate this Agreement in its entirety upon thirty (30) Days' written notice to Contractor. Within thirty (30) Days after the effective date of such termination, District shall pay Contractor for Services and Additional Services performed and accepted as of the date of termination; provided, however, that (1) the total compensation payable by District for Basic Services Fees shall not exceed the product of (a) the percentage of Services properly performed multiplied times (b) the Maximum Price and (2) the total compensation payable by District for any Additional Services shall not exceed the product of (a) the percentage of such Additional Services properly performed multiplied times (b) the agreed maximum or lump sum price for such Additional Services. In addition to the foregoing, the District shall have the right, in its sole reasonable discretion, to delete any portion of the Services in which case the Maximum Price shall be proportionally reduced by the reasonable value of the deleted Services. Contractor agrees to accept the



payments provided for under this Section 12.2 as its sole and exclusive right and remedy in lieu of all other rights and claims that Contractor may have under this Agreement or Applicable Laws for recovery of losses or damages, including, without limitation, losses or damages associated with lost profits, lost opportunity, and other consequential, special, or incidental damages.

12.3 Contractor's Cooperation in the Event Of Termination.

In the event the District terminates this Agreement for cause or without cause and the District thereafter appoints a third party contractor to perform any of the Services which originally were to be performed by Contractor, Contractor shall fully cooperate with the District in the transition to a third party Contractor. Such cooperation shall include, but shall not be limited to, providing parallel services until the District's transition is completed. In the event such transition services are requested by District, Contractor agrees to provide such services for a period not to exceed sixty (60) Days (unless the Parties agree to a longer period of time), and Contractor shall be paid at the Contract Rates for such services, unless such transition of services is necessitated as a result of a termination of this Agreement due to a default by Contractor, in which case such services shall be provided at the expense of the Contractor and without charge to District.

13. Insurance And Indemnity.

13.1 Required Insurance Coverages.

Without limiting Contractor's indemnification of District as provided herein and as a material condition of this Agreement, the Contractor shall obtain, pay for, and maintain in full force and effect during the Term of this Agreement insurance with limits, coverages, terms, and conditions at least as broad as shown below:

A. Workers' compensation and employer's liability insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses;

B. Commercial general liability insurance with coverage at least as broad as provided by Insurance Services Office form CG 00 01 with limits not less than two million dollars (\$2,000,000) per occurrence, four million (\$4,000,000) annual aggregate;

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

D. Excess or umbrella liability following form to the above liability coverages, including employer's liability, with limits no less than four million dollars (\$4,000,000) per occurrence and annual aggregate;



E. Professional Liability Insurance (Errors and Omissions) covering activities and services as provided under this Agreement with limits not less than ten million dollars (\$10,000,000) per occurrence and annual aggregate.

F. Cyber Liability Insurance covering activities and services as provided under this Agreement, including liability for any data breach or vulnerability caused by Contractor's activities or services, with limits no less than five million dollars (\$5,000,000) per occurrence and annual aggregate.

G. Contractor will provide District with a certificate of insurance for any Subcontractor for District's approval prior to the Subcontractor's provision of services for District.

13.2 Claims Made Coverages.

To the extent any insurance coverage required under this Section 13 is purchased on a "claims- made" basis, such insurance shall cover all prior acts of Contractor and such insurance shall be continuously maintained until at least three (3) years beyond the expiration of the Term of this Agreement, or Contractor shall purchase "tail" coverage, effective upon termination of any such policy or upon expiration of the Term of this Agreement, to provide coverage for at least one (1) year from the occurrence of either such event.

13.3 Evidence of Insurance.

Contractor agrees to provide evidence of the insurance required herein, satisfactory to District, consisting of the following: (1) certificate(s) of insurance evidencing all of the coverages required and (2) an additional insured endorsement to Contractor's general liability policy naming the District and the other District indemnitees listed in Section 13.6, A, hereof. Contractor agrees, upon request by District to provide complete, certified copies of any policies required within ten (10) Days of such request. Any actual or alleged failure on the part of District or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of District or any additional insured, in this or in any other regard.

13.4 Cancellation Or Lapse Of Insurance.

Contractor shall give thirty (30) Days' prior written notice by certified mail, return receipt requested, to District of cancellation, non-renewal, or material change in coverage, scope, or amount of any policy. Should Contractor fail to keep in effect at all times the insurance coverages required under this Section 13, District may, in addition to and cumulative with any other remedies available at law, equity, or hereunder withhold payments to Contractor required under this Agreement in an amount sufficient to procure the insurance required herein.



13.5 Other Insurance Requirements.

Insurance policies required hereunder, except professional liability, shall be issued by insurance companies (1) authorized to do business in the State of California, and (2) with an A.M. Best rating no lower than A-: VI. Upon written request by District, Contractor will provide to District policy extracts and policy form numbers to clarify an insurance certificate or as otherwise needed in the course of District's business activities. District shall be added as an insured on the commercial general liability insurance policy.

13.6 Indemnity for Injury to Persons and Tangible and Intangible Property.

A. Contractor's Indemnity.

At Contractor's expense as provided herein, Contractor agrees to defend, indemnify, and hold harmless District and its Users, Board of Trustees, directors, officers, agents, employees, members, subsidiaries, joint venture partners, and predecessors and successors in interest from and against any claim, action, proceeding, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees, arising out of or relating to any alleged act or failure to act by Contractor or a Subcontractor, or its/their directors, officers, agents or employees, including, without limitation, (1) negligent or willful misconduct that is alleged to cause any injury to any person or persons or damage to tangible or intangible property, or (2) breach the provisions of Section 15 (Ownership And Non-Disclosure Of Proprietary Or Confidential Information) hereof relating to Contractor's use of confidential information owned or controlled by District, including, but not limited to, by paying all amounts that a court finally awards or that are agreed to in settlement, as well as any and all expenses or charges as they are incurred by District or any other party indemnified under this Section 13.6, A; provided, however, that to qualify for such defense and payment, District must: (1) give Contractor prompt written notice thereof; and (2) allow Contractor to control, and fully cooperate with Contractor in, the defense and all related negotiations. The Contractor's indemnification obligation under this Section 13.6, A, shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

B. District's Indemnity.

At District's expense as described herein, District agrees to defend, indemnify, and hold harmless Contractor, its partners, principals, agents and employees, from and against any claim, action, proceeding, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees, arising out of District's sole negligence or willful misconduct, alleged to cause any injury to any person or persons or damage to tangible or intangible property by paying all amounts that the court finally awards, or that District agrees to in settlement, as well as any and all expenses or charges as they are incurred by Contractor or any other party indemnified under this Section 13.6, B; provided, however, that to qualify for such defense and payment, Contractor must: (1) give District prompt written notice thereof; and (2) allow District to control, and fully cooperate with District in, the defense and all related negotiations. The District's indemnification obligation under this Section 13.6, B, shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.



13.7 Damage to District Facilities, Buildings, or Grounds.

Contractor shall repair, or cause to be repaired, at its own cost and without charge to or reimbursement by District, any and all damage to District's facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Contractor shall make required repairs within thirty (30) Days after becoming aware of such damage, or prepare a plan to do so which is reasonably acceptable to District. If Contractor fails to make timely repairs, District may make any necessary repairs. All reasonably necessary costs incurred by District for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all District's other rights and remedies provided by law or under this Agreement, District may deduct such costs from any amounts due to Contractor from District under this Agreement.

13.8 Proprietary Rights Indemnity.

At Contractor's expense as described herein, Contractor agrees to defend, indemnify, and hold harmless District and its Users, Board of Trustees, directors, officers, agents, employees, members, subsidiaries, and predecessors and successors in interest from and against any claim, action, proceeding, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees as provided herein, arising out of any claim that the Intellectual Property infringes upon or otherwise violates any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party, that (collectively referred to for purposes of this Section as "Infringement Claim(s)") by paying all amounts that a court finally awards or that Contractor agrees to in settlement of such Infringement Claim(s) as well as any and all expenses or charges arising from such Infringement Claim(s) (including attorneys fees) as they are incurred by District or any other Party indemnified under this Section. District also agrees that, if the Intellectual Property or any part thereof, becomes, or in Contractor's opinion is likely to become, the subject of an infringement Claim(s), District will permit Contractor, at Contractor's option and expense for all associated costs, either to procure the right for District to continue to use the Intellectual Property or part thereof, or to replace or modify the Intellectual Property with another item of comparable quality and performance capabilities to become non-infringing, provided such replacement or modification does not cause the Software or any portion thereof, or any District business process to fail to conform to the Software specifications or the implementation process, as applicable. In the event District's ongoing use of the Intellectual Property or any part of it, is the subject of any act by a third party arising from an infringement Claim that would preclude or impair District's use of the Intellectual Property, the Platform or the Software, or portion thereof (e.g. injunctive relief), or if District's continued use of the intellectual Property or any portion thereof may subject it to punitive damages or statutory penalties, District shall give written notice to Contractor of such fact(s). Upon notice of such facts, Contractor shall procure the right for District to continue to use the Intellectual Property or any portion thereof, or replace or modify the Intellectual Property with another system or components of comparable quality and performance capabilities to become non-infringing. If neither action is commercially reasonable, Contractor shall refund to District amounts paid for the infringing work product. For avoidance of doubt, the parties state here that they understand that Contractor is offering this indemnification as to its own work product only and makes no warranties and undertakes no indemnification obligations with regard to third party software.

13.9. Data Security Indemnity.

In addition to Contractor's indemnity obligations set forth in this Agreement, for the avoidance of doubt regarding a breach involving Proprietary Information that involves personally identifiable information, Contractor's indemnification obligations under this Agreement will include the following fees and costs which



arise as a result of a breach caused by Contractor's negligent acts or omissions, or willful misconduct: any and all costs associated with notification to individuals or remedial measures offered to individuals, whether or not required by law, including but not limited to costs of notification of individuals; establishment and operation of call center(s); credit monitoring and/or identity restoration services; time of the District's Personnel responding to a breach; fees and costs incurred in litigation; the cost of external investigations; civil or criminal penalties levied against the District; civil judgments entered against the District; attorney's fees, and court costs.

13.10 Indemnities Throughout Agreement.

It is understood and agreed by the parties that Contractor's indemnification obligations are set forth throughout this Agreement and are not confined to this Section 13 (Insurance and Indemnity).

14. Intellectual Property.

14.1 Disclosure and Assignment of Intellectual Property.

Except for those items of Intellectual Property identified in Exhibit "H" – Excluded Items attached hereto, subject to amendment by the parties, Contractor hereby assigns and agrees to assign, and District accepts and agrees to accept, all rights, title, and interest in and to all Intellectual Property, made or conceived, or actually or constructively reduced to practice, whether solely by Contractor or jointly with others, to the extent such Intellectual Property is incorporated into the work product of Contractor that is provided to District (hereafter referred to as "Embedded Intellectual Property"). Contractor further agrees to provide, and agrees to cause its employees, agents, and Subcontractors to provide, to District all reasonable assistance to enable District to perfect, for the benefit of District, all rights in Embedded Intellectual Property. Such assistance shall include, but not necessarily be limited to, (i) signing patent and copyright applications, oaths or declarations, and grants, assignments, and acknowledgments, in favor of District, as well as such ancillary and Contract oratory documents as may be required or appropriate, to insure that title in Embedded Intellectual Property is clearly and exclusively vested in District, within the United States and any and all foreign countries, and (ii) upon the reasonable request of District, furnishing all relevant information and documentation in the possession of Contractor and not otherwise reasonably available to District, including information and documentation required by District for submission to the United States Patent and Trademark Office and/or to the United States Copyright Office. Upon adequate notice by District, Contractor also shall make available to District, at reasonable times and places for interviewing purposes, necessary employees or agents of Contractor, in order that District might obtain information relating to the application for and prosecution of rights in Embedded Intellectual Property. Contractor also agrees to secure from such of its employees, agents, or Subcontractors, to the extent necessary and upon the request of District, the assignment of the above-mentioned rights in Intellectual Property, as well as the execution of all papers submitted relating to the application for and prosecution of such rights. Contractor's obligations herein shall survive this Agreement. To the extent Intellectual Property which is not Embedded Intellectual Property is utilized by Contractor in providing the services under this Agreement, including, but not limited to Intellectual Property incorporated into the BI Implementation, Contractor grants to District an irrevocable, nonexclusive, perpetual, worldwide, paid-up license to use such Intellectual Property, including the Excluded Items, for its business purposes within its organization and to prepare derivative works based on such Intellectual Property for its business purposes within its organization. District acknowledges that a failure of the Parties to agree in good



faith to add additional Excluded Items to those included in Exhibit "H" – Excluded Items attached hereto may result in a delay in Implementation.

14.2 Derivative Rights.

A. Contractor represents and warrants that it has or will have the right, through written agreement, or otherwise, with its employees or District approved Contractors, to secure for District the rights in Embedded Intellectual Property called for herein. Further, in the event Contractor utilizes, with the consent of District, any agent, including any Subcontractor, Contractor, or other third party, to perform any of the services contracted for by this Agreement, Contractor agrees to enter into such agreements with such third party, and to take such other steps as are or may be required to secure for District the rights called for herein. Contractor agrees to indemnify District from and against any losses, expenses or liabilities incurred by District as a consequence of Contractor's failure or inability to secure for District such rights.

B. To the extent necessary to vest in District the rights in Embedded Intellectual Property contemplated by this Agreement, Contractor hereby agrees to and does hereby assign to District any cause of action or any rights, arising under agreements or otherwise, that Contractor may have against any of its employees, agents, or Subcontractors, which rights enable or purport to enable Contractor to obtain from its employees, agents, or Subcontractors, ownership, licenses or other interests in Intellectual Property created by such employees or agents in the course of work performed for or services rendered to District under this Agreement. In addition, Contractor hereby consents to any assignment or other grant or transfer to District by employees, agents, or Subcontractors utilized by Contractor of ownership, licenses, or other interests in such Embedded Intellectual Property.

14.3 Works Made For Hire.

In addition to rights granted by Contractor to District elsewhere in this Agreement, the following interests in copyright shall vest in District:

A. All Creative Works that are first created and prepared by Contractor under this Agreement that are covered by the definition of a "work made for hire" under 17 U.S.C. § 101 of the U.S. Copyright Act of 1976 will be considered a "work made for hire", and District will be deemed the sole author and owner of all copyrights in any such works.

B. With respect to all Creative Works that are first created and prepared by Contractor under this Agreement that are not covered by the definition of a "work made for hire" under 17 U.S.C. § 101 of the U.S. Copyright Act of 1976, such that Contractor would be regarded as the copyright author and owner, Contractor hereby assigns and agrees to assign to District, and District accepts and agrees to accept, Contractor's entire right, title, and interest in and to such works, including all copyrights therein.

C. Contractor further agrees to execute, or cause to be executed by its employees, agents, or Subcontractors, whatever assignments of copyright and ancillary and confirmatory documents that may be required or appropriate so that title to any Creative Works under (A) and (B) above and to the copyright therein will be clearly and exclusively held by District or any nominee thereof.



14.4 Knowledge Transfer.

Contractor shall transfer to District Generic Know-How with respect to the functions, modules, operation and support and maintenance of the software and all of its components.

15. Ownership And Non-Disclosure Of Proprietary Or Confidential Information.

15.1 Non-disclosure and Non-use.

Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the parties agree, both during the term of this Agreement and after termination or expiration of this Agreement to hold each other's Proprietary or Confidential Information in strict confidence in perpetuity. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than the implementation of and as specified in this Agreement. Without limitation on Section 15.5 (Equitable Relief) hereof, each Party agrees to take all reasonable steps to ensure that Proprietary or Confidential Information of either Party is not disclosed or distributed by its employees, agents or Contractors in violation of the provisions of this Agreement, and District also agrees to take all such steps with respect to any Users of the BI Software.

15.2 Ownership.

Except as provided in Section 14 (Intellectual Property) hereof, Contractor's Proprietary or Confidential Information shall remain the sole and exclusive property of Contractor. District's Proprietary or Confidential Information shall remain the sole and exclusive property of District. Neither Party shall have an interest in, nor the right to use, including, without limitation, any use resulting in disclosure to any third party of any Proprietary or Confidential Information, except as specifically provided for by this Agreement or as otherwise permitted and specified by separate written license agreement executed by both Parties hereto.

15.3 Ownership of Custom Programming and Deliverables.

District shall be the sole and exclusive owner of all custom programming deliverables, (included but not limited to, design documentation, business requirements, blueprint specifications, interface specifications, customization plans, report formats, configuration documentation, project status reports) and all intellectual property rights to such custom programming deliverables, except in very limited circumstances where the such items include the Confidential Information of the Contractor. Specifically, ownership of the custom programming deliverables and any portion thereof shall inure to the benefit of District from the date of conception, creation, or fixation of the custom programming and deliverables in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the custom programming and deliverables shall be considered a “work-made-for-hire” within the meaning of the Copyright Act of 1976, as amended. If and to the extent such custom programming and deliverables, or any part thereof or intellectual property rights therein or thereto, are not considered to be a “work-made-for-hire” within the meaning of the Copyright Act of 1976, as amended, Contractor irrevocably and unconditionally expressly assigns and agrees to assign to District all exclusive right, title, and interest in and to such custom programming and deliverables, any and all portions thereof, and any and all



intellectual property rights there in and thereto, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on part of the Contractor. Contractor acknowledges that the parties do not intend Contractor to be joint author (within the meaning of the Copyright Act of 1976, as amended) of any custom programming and deliverables, and that Contractor shall in no event be deemed the joint author of any custom programming and deliverables.

15.4 Employees.

Each Party shall ensure that its employees, agents and Contractors shall be permitted access to the other Party's Proprietary or Confidential Information only on a need-to-know basis and are instructed regarding, and agree in writing to act in accordance with, the obligations of nondisclosure and non-use imposed by this Agreement. If requested by District, Contractor shall be required to have its employees complete and sign a Confidentiality Agreement with District in a form provided in advance to Contractor such that Contractor has sufficient time to review and comment upon same.

15.5 Equitable Relief.

Each Party acknowledges that any use or disclosure of the other Party's Proprietary or Confidential Information other than as specifically provided for in this Agreement and other written agreements between Contractor and District may result in irreparable injury and damage to the non-using or non-disclosing Party. Accordingly, each Party hereby agrees that, in the event of use or disclosure by the other Party other than as specifically provided for in this Agreement and in other written agreements between the parties, the non-using or non-disclosing Party may be entitled to equitable relief as granted by any appropriate judicial body.

15.6 Proprietary or Confidential Markings.

Each Party expressly agrees to include, maintain, reproduce and perpetuate all notices or markings on all copies of all tangible media comprising each Party's Proprietary or Confidential Information in the manner in which such notices or markings appear on such tangible media or in the manner in which either party may reasonably request.

15.7 District's Data.

All of the District content, data, records, and information processed by or input by Contractor to implement a Mass Communication Solution shall be and remain the property of District and District shall retain exclusive rights and ownership thereto. The content or data of District shall not be used by Contractor for any purpose other than as required under this Agreement, nor shall such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

16. [Intentionally Deleted]



17. Subcontractors.

17.1 Consent Required.

District has relied, in entering into this Agreement, on the reputation of Contractor and on obtaining the personal performance of Contractor. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of District as provided in this Section. Such approval shall be deemed provided as to any Subcontractor that has been fully disclosed Exhibit "G" – RFP Proposal attached hereto. Any subcontract entered into by Contractor for any performance, obligation, or responsibility under this Agreement, without the prior written approval or such deemed approval of District, shall constitute a material breach of this Agreement, upon which District immediately may terminate this Agreement for cause.

17.2 Subcontractor Approval Process.

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement to a Subcontractor that has not been disclosed in Exhibit "G" – RFP Proposal attached hereto, it shall make a written request to District for written approval to enter into the particular subcontract. Contractor's request to District shall include:

- A. The reason(s) for the particular subcontract.
- B. A detailed description of the work to be performed by the proposed Subcontractor.
- C. Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected.
- D. Evidence in writing that the Subcontractor assumes and agrees to be bound by provisions which parallel the intent, terms and conditions of this Agreement.
- E. Any other information and/or certifications reasonably requested by District to determine their qualifications. District will review Contractor's request to subcontract and determine, in its sole and absolute discretion, whether or not to consent to such request on a case-by-case basis.

17.5 Indemnification for Acts of Subcontractors.

Contractor shall indemnify, defend, and hold harmless District, its Board of Trustees, officers, employees, and agents, from and against any and all claims, demands, liabilities, damages, costs, and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any Subcontractor in the same manner and to the same degree it would be required to indemnify were the Subcontractor the Contractor's own employee.



17.6 Supervision of Subcontractors.

Notwithstanding any District consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform, all work required hereunder, and no subcontract shall bind or purport to bind District.

17.7 Approval of Subcontractor Personnel.

In the event that District consents to any subcontracting such consent shall be subject to District's right to give prior and continuing approval of any and all Subcontractor's personnel providing professional services which consent will not be unreasonably withheld or unreasonably disapproved by District. Subcontractor personnel whose identities and qualifications have been fully disclosed by Contractor in Exhibit "G" – RFP Proposal attached hereto are deemed approved by District. Contractor shall assure that any such Subcontractor employee reasonably disapproved by District, shall be immediately removed from the provision of any Services or that other reasonable action is taken as requested by District. District shall not be liable or responsible in any way to Contractor, to any Subcontractor, or to any officers, employees, or agents of Contractor or any Subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to any subcontract under this Agreement. Contractor agrees that all Subcontractor staff assigned to perform work under this Agreement must have experience with support work similar in nature as that requested by District in which they were responsible for performing the tasks to which they will be assigned under this Agreement. District approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to District, nor shall such approval limit in any way any of District's rights or remedies contained in this Agreement.

17.9 No Consent Waiver.

In the event that District consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Section or a blanket consent to any further subcontracting.

17.10 Payments to Subcontractor.

Contractor shall be solely liable and responsible for any and all payments and other compensation to all Subcontractors and their officers, employees, and agents. District shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

18. Assignment.

This Agreement shall not be assigned by either Party without the prior written consent of the other except that this Agreement may be assigned in whole or in part by District, without the further consent of Contractor, to any third party for District's business purposes, provided such third party agrees in writing to perform District's obligations under this Agreement and Contractor may assign its right to payment by giving written notice to District. In all other circumstances, District shall obtain Contractor's consent to an assignment, which consent shall not be unreasonably withheld.



19. Modification.

No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Contractor and District. Any material modification of this Agreement shall not be binding on District unless approved by District's Board of Trustees.

20. Waiver.

All waivers under this Agreement shall be in writing in order to be effective. No waiver by a Party of any breach of this Agreement or waiver of any warranty, representation, or other provision hereunder shall be deemed to be a waiver of any other breach, warranty, representation, or provision (whether preceding or succeeding, and whether or not of the same or similar nature), and no acceptance of performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation, warranty, or other provision, whether or not the Party accepting performance knows of such breach at the time of acceptance. No failure or delay by a Party to exercise any right it may have by reason of the default of the other Party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right of the non-defaulting Party under this Agreement.

21. Independent Contractor.

Contractor acknowledges that it is at all times acting as an independent Contractor under this Agreement and except as specifically provided herein, not as an agent, employee, or partner of District. Contractor agrees to be solely responsible for all matters relating to compensation of its employees, including but not limited to compliance with laws governing workers' compensation, Social Security, withholding and payment of any and all federal, state and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits. At Contractor's expense as described herein, Contractor agrees to defend, indemnify, and hold harmless District, its Board of Trustees, officers, agents, employees, members, subsidiaries, joint venture partners, and predecessors and successors in interest from and against any claim, action, proceeding, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees as provided herein arising out of Contractor's alleged failure to pay, when due, all such taxes and obligations (collectively referred to for purposes of this Section as "Employment Claim(s)"). Contractor shall pay to District any expenses or charges relating to or arising from any such Employment Claim(s) as they are incurred by District.

22. Non-Discrimination.

22.1 General.

The Contractor hereby certifies that in performing work or providing Services and Additional Services for 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.

22.2 Employment.

Contractor shall take affirmative action to ensure that employment applications are accepted and that employees are treated during employment without regard to their race, color, religion, age, sex, sexual orientation, ancestry, handicap or national origin. Such action shall include, but may not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of the Fair Employment Practices Act.

22.3 Civil Rights Act.

Contractor shall comply with Subchapter VI of the Civil Rights Act of 1964, United States Code Section 2000 e (17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to 4 is under this Agreement or under any project, program, or activity supported by this Agreement.

22.4 Section 504 of the Rehabilitation Act of 1973.

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 with regard to federal financial assistance administered by the Department of Health and Human Services and the Americans with Disabilities Act ("ADA") of 1990; and other applicable nondiscrimination laws.

23. **Compliance with Law.**

Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies (including those policies relating to the prevention of sexual harassment), and procedures in performing services under this Agreement.

24. **Audit, Inspection, and Examination Of Records.**

24.1 Maintenance of Books and Records.

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.



Contractor agrees to grant District and District's authorized representatives the right upon ten (10) Days' advance notice to audit and inspect Contractor's use of any Proprietary Information provided or obtained pursuant to this Agreement, as well as Contractor's compliance with the terms of Section 11 hereof. Upon District's request and at District's cost, Contractor agrees to deliver a report to District evidencing Contractor's usage of the Proprietary Information and steps taken to protect such information.

24.2 Audits by District.

Contractor agrees that District, or its external authorized and licensed representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement provided such access rights do not constitute an unlawful invasion of the privacy rights of any Contractor employee and would not in the reasonable opinion of Contractor subject Contractor to legal liability. All such material, including, but not limited to, all financial records time records and other employment records shall be kept and maintained by Contractor and shall be made available to District for a period of two (2) years following expiration of the Term of this Agreement unless District's written permission is given to dispose of any such material prior to such time.

24.3 Audit Settlements.

If, at any time during or after the expiration of the Term of this Agreement, District or its external authorized and licensed representatives conduct an audit of Contractor regarding the work performed under this Agreement, and if such written audit, provided to and reviewed with Contractor, finds that District's dollar liability for any such work is less than payments made by District to Contractor, then the difference shall be either repaid by Contractor to District by cash payment upon demand or, at the sole option of District, deducted from any amounts due to Contractor from District, whether under this Agreement or otherwise. If such audit finds that District's dollar liability for such work is more than the payments made by District's payments to Contractor exceed the amounts authorized by this Agreement. The cost of the audit will be borne by District unless the audit reveals that the payments made to Contractor exceed the actual amounts owed to Contractor by five percent (5%), at which time Contractor shall pay all of District's reasonable expenses related to the audit authorized by this Section 24.3.

25. **Interpretation of Agreement.**

25.1 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, interpreted and enforced in accordance with, and governed by, the laws of the State of California, without giving effect to conflict of laws principles.



25.2 Venue.

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 as the exclusive jurisdiction and venue, and waives any claim of inconvenient forum. Each Party waives any right it may have to assert the doctrine *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section.

25.3 Interpretation.

In the event of any irreconcilable conflict or inconsistency between the body of this Agreement and its exhibits, the former shall govern. In the event of a conflict in the standards or requirements applicable to performance of the Services that are set forth in this Agreement or any exhibit, the Contractor shall be bound to perform according to the higher of such conflicting standards or requirements.

25.4 Agreement Drafted By All Parties.

This Agreement is the result of arm's length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.

25.5 Terminology.

All personal pronouns used herein, whether used in the feminine, masculine, or neuter gender, shall include all other genders, and the singular shall include the plural and *vice versa*.

25.6 Section Headings.

The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

25.7 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Reference Date at such time as all the signatories hereto have signed a counterpart of this Agreement.

26. Notices.

Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery company; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to the Parties as follows (or to such other addresses as the Parties may request in writing by notice given pursuant to this Section):



To: District

Los Angeles Community College District 770 Wilshire Boulevard

Los Angeles, California 90017

Attn: _____

(213) 891-_____(voice)

(213) 891-_____(facsimile)

With a copy to:

Los Angeles Community College District 770 Wilshire Boulevard

Los Angeles, California 90017

Attn: _____

(213) 891-_____(voice)

(213) 891-_____(facsimile)

To: Contractor

Notices shall be deemed received on the earliest of personal delivery, upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed, twenty-four (24) hours following deposit with a bonded courier or overnight delivery company; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

27. Entire Agreement.

This Agreement, along with all its exhibits, contains the entire agreement between Contractor and District with respect to the subject matter of this Agreement, and it supersedes all other prior and contemporary agreements, understandings, and commitments between Contractor and District with respect to the subject matter of this Agreement.



28. Equal Opportunity Employer.

The Contractor, in the execution of this Agreement, certifies that it is an equal employment opportunity employer.

29. 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.

30. Board Authorization.

The effectiveness of this Agreement is expressly conditioned upon approval by District's Board of Trustees.

31. Severability.

The Contractor and 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 are severable.

32. 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 District on any matter in connection with which the Contractor has been retained pursuant to this Agreement.

33. Dispute Resolution

33.1 Administrative-Level Review.

If an issue should arise arises between the Parties dispute relating to the Agreement or to the performance of non-performance of the Agreement by either Party, whether founded on a violation of a legal duty that sounds in contract, tort, or otherwise, ("Dispute") Contractor's Project Manager and District's Project Lead shall meet and attempt to resolve the Dispute within ten (10) Days of either Party referring the Dispute to the other. If the Parties are unable to resolve the Dispute within such 10-Day period, either Party may request that the Dispute be elevated to the Executive Level described below.

33.2 Executive-Level Review.

For Disputes which are not resolved at the Administrative Level, and only after such review has been attempted, Contractor's General Manager, and District's Vice Chancellor of Finance shall meet and attempt to resolve the Dispute within ten (10) Days of either Party referring the Dispute to the other. If the



Parties are unable to resolve the Dispute within such 10-Say period, either Party may request that the Dispute be referred to Mediation as described below.

33.3 Non-Binding Mediation.

For Disputes which are not resolved following Administrative and Executive-Level Review, the dispute shall be referred to non-binding Mediation administered by JAMS Los Angeles, with an actual Mediation taking place no later than the thirtieth (30th) Day after either Party has filed a request to mediate the Dispute with JAMS Los Angeles. The Parties shall mutually select a mediator, attempting whenever possible to select a mediator experience in enterprise information systems and systems of higher education. Contractor's General Manager and District's Vice Chancellor of Finance shall be present at the Mediation, and all persons with relevant information regarding the Dispute must either attend the Mediation or be available by telephone. Any representative of either Party whose authority is required to resolve the Dispute shall also attend the Mediation, subject only to any resolution or agreement which would be subject to a public notice requirement or otherwise require action by District's Board of Trustees. If the Parties are unable to resolve the Dispute following the Mediation, or if absent mutual agreement the Parties are unable mediate the Dispute within thirty (30) Days of the referral to Mediation, either Party may proceed forward to seek resolution of the Dispute as hereinafter provided.

LIST OF EXHIBITS

- Exhibit A - Description of Services
- Exhibit B - Key Personnel
- Exhibit C - Contract Rates
- Exhibit D - Performance Milestones
- Exhibit E - District Project Team
- Exhibit F - Milestone Payment Schedule
- Exhibit G - RFP Proposal
- Exhibit H - Excluded Items

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective as of the Reference Date.

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By:_____

Date:_____



LOS ANGELES COMMUNITY COLLEGE DISTRICT

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

[CONTRACTOR]

By: _____

Date: _____

Federal I.D. Number: _____

APPROVED AS TO FORM:

By: _____



EXHIBIT “A”

DESCRIPTION OF SERVICES

[The following general descriptions of the Services to be provided by the Contractor are intended to provide a guideline for Proposers in developing a Technical Approach in their Technical Proposals. The descriptions provided herein are expressed in generality, it being the District’s expectation that the Proposers in their Proposals will supplement and expand upon that which is provided below with descriptions of their approach to meeting the District’s stated goals and objectives, including complete and detailed enumeration of services and a full list of deliverables that they envision providing as part of the Services. A final scope and description of Services to be incorporated by exhibit into the terms and conditions of the Agreement will be provided by the District to the Short-Listed Proposer recommended for Award, which will integrate the descriptions stated below with the consolidated elements of the detailed services and deliverables proposed by the Proposers that, in the view of the District, represent overall the most comprehensive and effective approach to delivering the desired services to the District.]

A. Phases

The Services shall include and incorporate the following phases:

1. Assessment and Planning
2. Design and site architecture
3. Development / Conversion
4. Testing
5. Deployment
6. Training

B. Goals

The Services shall meet the following general objectives and goals of the District:

1. Effectively communicate with prospective and current students with the overall goal of increasing student enrollment.
2. Successfully engage stakeholders in ongoing communications and relationship with the District.



3. Increase awareness of the District and each College's mission and programs and instruction available both on and off campus.

4. Develop standard consistency amongst format and content as documented by the requirements.

5. Fulfill all Section 508/ADA compliance requirements throughout all District to reflect an achievement of WCAG 2.0 Level AA Conformance.

A. Deliverables

Deliverables shall include, at a minimum, the following in addition to any other Deliverables appropriate to achievement of the District's aforesaid goals:

1. Assessment of the District's BI implementation needs for all nine District Colleges' and the District's Educational Services Center's incorporating input from relevant user groups (students, faculty, and administrative staff) and including (a) complete site architecture and navigation mapping that is consistent among the Colleges and that is reflective of the District's goals as identified above and (b) based on a review existing web contents, recommendations on improvements based on best practices including the consolidation and deletion of unnecessary and/or out of date content and web elements.

2. Written report summarizing the strengths and weaknesses of the software and recommend improvements which will support the aforementioned District goals.

3. A comprehensive Mass Communication Solution implementation plan for the District and each of its Colleges, complete with timelines and performance milestones.

4. A training plan and deploy training to identified District employees, including producing training materials that may be District specific.

5. Compliance by all FHA Section 508/ADA WCAG 2.0 AA standards and all relevant, additional federal, state and local requirements regarding disabled accessibility, including monitoring of the solution on a regular basis and taking corrected action as needed.



D. Technical Platform

1. Provide Cloud hosting on a single tenant with options for each College domain to be controlled semi-autonomously.
2. Provide recommendations of possible tools to be used for ADA compliance validation and enforcement.
3. Provide testing that includes validation of each site's technical functionality as well as content validation for items migrated from legacy sites.



EXHIBIT "B"

KEY PERSONNEL



EXHIBIT "C"

CONTRACT RATES



EXHIBIT "D"

PERFORMANCE MILESTONES



EXHIBIT “E”

DISTRICT PROJECT TEAM



EXHIBIT “F”

MILESTONE PAYMENT SCHEDULE



EXHIBIT "G"



EXHIBIT “H”

EXCLUDED ITEMS