

**LBCC AUXILIARY SERVICES, INC.**

**4901 E. Carson Street  
Long Beach, California 90808**

**REQUEST FOR PROPOSALS (RFP) NO. 12-1003:**

**BOOKSTORE SERVICES**

**Key RFP Dates:**

<b>Issued:</b>	<b>January 9, 2012</b>
<b>Written Questions:</b>	<b>January 17, 2012</b>
<b>Submittal:</b>	<b>January 27, 2012 @ 4:00 P.M.</b>

January 9, 2012

Gentlemen/Ladies:

**SUBJECT: REQUEST FOR PROPOSALS (RFP) NO.12-1003  
BOOKSTORE SERVICES**

LBCC Auxiliary, Inc. invites proposals from qualified vendors to operate and provide services for the bookstores of Long Beach Community College District offering books, merchandise and services typical of those provided at college and university bookstores.

**Proposals will be accepted at the Contracts Management Department, Building T-2031, 4901 E. Carson Street, Long Beach, CA 90808 until 4:00 p.m. (local time), January 27, 2012.** Proposals received after this date and time may, at the discretion of the District, be rejected without consideration. No faxed proposals will be accepted.

Instructions for preparing your proposal are contained in the attached RFP. Questions of a procedural nature may be directed to Blanca Morales by e-mail to [bmorales@lbcc.edu](mailto:bmorales@lbcc.edu) with a copy to [mpadron@lbcc.edu](mailto:mpadron@lbcc.edu)

We look forward to receiving your proposal.

Sincerely,



**Margie Padron  
Deputy Director, Purchasing & Contracts  
Long Beach Community College District**

**LONG BEACH CITY COLLEGE AUXILIARY, INC.**

**4901 E. CARSON STREET**

**LONG BEACH, CALIFORNIA 90808**

**REQUEST FOR PROPOSALS (RFP) NO.12-1003:**

**BOOKSTORE SERVICES**

**January 9, 2012**

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**REQUEST FOR PROPOSALS****BOOKSTORE SERVICES****I. INTRODUCTION****A. Purpose of RFP**

The purpose of this Request for Proposals (RFP) is to solicit offers for the LBCC Auxiliary, Inc. (Auxiliary) from qualified vendors interested in operating the bookstores of the Long Beach Community College District by offering books, merchandise and services typical of those provided at college and university bookstores.

The Auxiliary expects the vendor to operate the Bookstores as an independent contractor with its own credit and preferred vendors. The selected vendor will be the buyer and seller of required, recommended or suggested course materials for all courses offered through the District's schedule of classes. The Auxiliary anticipates the vendor awarded the contract to commence services Fall Semester, 2012. The contract term will be for three (3) years with an option to renew for two additional years. The vendor will be required to make their financial records available to the District's independent auditors as part of the District's annual financial audit. Your firm is invited to submit a written proposal outlining your organization's qualifications and willingness to provide the services described above. A more detailed explanation of the Scope of Work to be addressed in the proposal is set forth in Exhibit A of this RFP.

**B. Information about the District and Bookstore**

The LBCC Auxiliary, Inc. serves the Long Beach Community College District, known as Long Beach City College, an institution of higher education within the California Community College system. As a comprehensive college, the District provides quality, affordable educational programs and related student services to those who can benefit from the programs the college offers. Through a collegiate experience and with an open door admissions policy, the District fosters the development of individual potential and is responsive to the diverse educational needs of the community it serves. The primary purposes of the education program are to prepare students for transfer to baccalaureate-granting institutions, entry into work or career development and to support business and industry in economic development. Long Beach City College offers general education and vocational education at the lower division level and transitional instruction and those support services that promote student success, remedial education, English as a Second Language instruction, adult noncredit courses and student support services. College programs and services educate citizens to enrich the quality of life in the community.

The District consists of two campuses, the Pacific Coast Campus located at 1305 E. Pacific Coast Highway and the Liberal Arts Campus at 4901 E. Carson Street. Currently, the District operates on an 18-week semester schedule. In August 2012, the District will transition to a 16-week semester.

During the last three years, District has served an average unduplicated head count for the following terms: Fall, 28,308 with 7.6 units per student; Spring, 28,443 with

7.8 units per student and Summer, 11,360 with 3.6 units.

The Auxiliary Bookstore currently employs 13 salaried and 15 permanent part-time employees. The Auxiliary is preparing to move into a newly renovated and furnished 8,060 square foot building early 2012.

The bookstores have generated the following fiscal year revenue:

FY 2008/2009	\$7,379,465
FY 2009/2010	\$7,172,287
FY 2010/2011	\$6,452,347

## II. GENERAL INSTRUCTIONS

### A. Proposal Submittal

The proposer shall submit **an original and four copies for a total of five (5) hardcopies and one (1) CD (electronic version)** of its proposal by **4:00 p.m. (local time), January 27, 2012**, to:

**Long Beach Community College District  
Contracts Management Department  
4901 E. Carson Street, Bldg T-2031  
Long Beach, California 90808  
Attention: Margie Padron, Deputy Director Purchasing & Contracts**

**Proposals received after 4:00 p.m., January 27, 2012**, may, at the sole discretion of the Auxiliary, be rejected as non-responsive and returned without review. It is the practice of the Auxiliary not to consider late offers unless it is determined that a selection cannot be made from among the proposals received on time. In order to be considered "on time," a proposal must either be date-stamped or bear a handwritten inscription by an authorized representative of the District confirming receipt by the above-specified deadline. The date stamp is located in the Contracts Management office at the above-described location.

The District nor the Auxiliary shall not be responsible for, nor accept as a valid excuse for late proposal delivery, any delay in mail service or other method of delivery used by the proposer.

All proposals shall be enclosed in a sealed package(s) plainly marked with the word **"RFP 12-1003 Do not open until (submittal date)."**

### **NO FAXED PROPOSALS WILL BE ACCEPTED.**

All proposals shall be firm offers subject to acceptance by the Auxiliary and may not be withdrawn for a period of 180 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by the consent of the Auxiliary.

### B. Questions from Proposers

Questions or comments regarding this RFP (except to inquire about the number of addenda issued) must be put in writing and must be received by the District no later than **4:00 p.m. (local time), January 17, 2012**. Written questions are to be emailed to the **Contracts Technician** at [bmorales@lbcc.edu](mailto:bmorales@lbcc.edu) with a copy to [mpadron@lbcc.edu](mailto:mpadron@lbcc.edu). Written questions may also be sent via fax, provided that the District receives the transmittal no later than the deadline specified above. The fax number is **(562) 938-4640**.

The District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

**C. RFP Addenda/Clarifications**

If it becomes necessary for the Auxiliary to revise any part of this RFP, or to provide clarification or additional information after the proposal documents are released, a written addendum will be sent to each recipient of record of the original RFP. Recipients of record are those parties which obtained a copy of the RFP directly from the District. Addenda will be sent by telecopier, E-mail and/or first-class U.S. Mail. It shall be the responsibility of the proposers to inquire of the District as to any addenda issued. This may be done by calling the **Contracts Technician** at (562) 938-4034, prior to the proposal-submittal deadline (this is the sole exception to the requirement that questions are to be submitted in writing). All addenda issued shall become part of the RFP.

In addition, responses to written questions received by the specified deadline will be incorporated in an RFP addendum.

**D. Pre-contractual Expenses**

Pre-contractual expenses are defined as any expenses incurred by the proposer in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to the District; (3) negotiating with the Auxiliary/District any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. The District nor the Auxiliary shall not, under any circumstance, be liable for any pre-contractual expenses incurred by proposers, and proposers shall not include any such expenses as part of their proposals.

**E. No Commitment to Award**

Issuance of this RFP and receipt of proposals does not commit the Auxiliary to award a contract. The District/Auxiliary 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 proposer concurrently, or to cancel all or part of this RFP. If an additive/deductive alternate item is listed in the RFP and the Respondent proposes a fee/price for the alternate, the Auxiliary reserves the right to award a contract with or without the alternate included.

**F. Joint Offers**

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

**G. Contract**

The proposer selected for contract award through this RFP shall be required to enter into a written agreement with the Auxiliary for a period of three (3) years with an option to renew for two additional years.

**H. Insurance Requirements**

The Vendor awarded the contract shall at all times during the term of the agreement, provide the following insurance:

1. Commercial general liability with respect to the services provided by, or on behalf of, Vendor. All insurance policies shall state the name of the insurance carrier and name LBCC Auxiliary, Inc. and the Auxiliary Board, Long Beach Community College District and its Board of Trustees as additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than Three Million Dollars (\$3,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate.

2. Workers' Compensation Insurance in the amount required by law.

The policies of insurance shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage will be required. Should any such policy of insurance be canceled or changed, Vendor agrees to immediately provide the Auxiliary true and correct copies of all new or revised certificates of insurance.

The proposer's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the proposal.

**I. Exceptions/Deviations**

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations," as instructed below.

**J. Protests**

Any actual or prospective contractor may protest the solicitation or award of a contract for violations of the Auxiliary's procurement policy or of laws and regulations governing the Auxiliary's procurement activities. Any protest against this RFP, or any part of it, must be received not later than ten (10) calendar days before the deadline specified for receipt of proposals. Any protest against the award of a contract pursuant to this RFP must be received within five (5) calendar days after receipt of a written notice of the Auxiliary's intent to award to another proposer. The Auxiliary shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Vice President of Administrative Services at the place specified for submittal of proposals.

**III. PROPOSAL FORMAT AND CONTENT****A. Presentation**

Proposals shall be submitted in 8 1/2" x 11" size, using a simple method of fastening. Proposals should be typed and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The form, content and sequence of the proposal should follow the outline presented below.

**B. Proposal Content****1. Transmittal Letter/Introduction**

The letter of transmittal shall be addressed to the **Deputy Director, Purchasing & Contracts** and must, at a minimum, contain the following:

- a. Identification of the offering firm(s), including name, mailing address, E-mail address and telephone number of each firm;
- b. proposed working relationship among the offering firms (e.g., prime-subcontractor), if applicable;
- c. acknowledgment of receipt of RFP addenda, if any;
- d. name, title, address, telephone number and email address of contact person during period of proposal evaluation;
- e. a statement to the effect that the proposal shall remain valid for a period of not less than one hundred-eighty (180) days from the due date for proposals; and
- f. a statement of understanding of the insurance requirements and that if offered a contract, proposer is able to meet those requirements; and
- g. 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 state Public Records Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored by the District); and
- h. signature of a person authorized to bind the offering firm to the terms of the proposal.

**2. Table of Contents**

Immediately following the transmittal letter and introduction, there should be a complete table of contents for material included in the proposal.

### 3. Qualifications, Related Experience and References

**Overview:** This section should establish the ability of the proposer (and its subcontractors, if any) to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; record of meeting schedules and deadlines of other clients; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the proposer and any subcontractors included in the offer.

- a. Furnish 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, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may affect the proposer's ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.
- b. Describe your firm's most noteworthy qualifications for providing the required services to the District. Specifically highlight those qualifications that distinguish you from your competitors.
- c. Provide a list of business clients--especially community college or other educational institutions--to which your firm is currently providing similar services/products. Include company names, beginning/ending dates of contracts, and names, titles and telephone numbers of individuals that the District can contact as references for your firm.
- d. Furnish as an appendix financial information (such as last year-end Income Statement and Balance Sheet) that accurately describes the financial stability of your firm. (If financial statements are provided, their disclosure will be confined to those individuals involved in the evaluation of the proposals and award of ensuing contracts.)

### 4. Proposed Staffing and Project Organization

**Overview:** This section should discuss the staff of the proposing firm who would be assigned to work on the District's project.

- a. Identify the key personnel from your firm that would be assigned to the District's project. Include a brief description of their qualifications, job functions and office locations. Designate a Manager who would provide day-to-day direction of the required work and become the District's primary contact person. Furnish brief resumes (not more than two pages long) for all key personnel; include these as an appendix, not in the body of the proposal.

- b. Include a simple organization chart which clearly delineates communication/reporting relationships among the project staff.
- c. Discuss the potential retention of current LBCC Auxiliary, Inc. personnel.

**5. Work Plan/Technical Approach**

**Overview:** This section should establish the proposer's understanding of the District's objectives and requirements, demonstrate the proposer's ability to meet those requirements, and outline clearly and concisely the plan for accomplishing the specified work.

- a. Describe as succinctly as possible how your firm would accomplish the work and satisfy the District's objectives described in this RFP. Provide information on new trends and efficiencies to be utilized in the operation of the bookstore. Outline book rental programs, used book and e-text offerings.
- b. Describe what information, documents, staff assistance, facilities or other resources you would require from the District to complete your work; declare any other critical assumptions upon which your work plan is based.
- c. Describe your transition plan and timeline. Describe how you would go about changing over operations. Describe the impact to employees, the operations and the college. Explain any closures or other variables to consider.
- d. Furnish a schedule of operating hours including the extended hours required during each registration period, including two weeks prior to and two weeks after the first day of the fall, winter, spring and summer terms.
- e. Describe the procedure utilized for compiling, maintaining and ordering department textbook and supply adoptions.
- f. Describe the procedure for working with Financial Aid Offices and providing book vouchers.

**6. Financial Considerations**

**Overview:** This section should disclose all financial considerations for the required services and declare the proposer's preferences for method and timing of payment.

- a. Provide a fee payable to the District for completing all requirements outlined in the Scope of Work.
  - 1. Guaranteed amount; and/or

2. Percentage of gross sales
- b. As an add alternate, provide as a separate line item, a fee payable to the District for the operation of two convenience stores.
- c. Describe the pricing strategy for the following:
  1. Describe the Sales Mark-up Base as a percent of gross margin inclusive of brick and mortar sales, online sales and rental sales.
  2. Describe pricing for used books and buy back percentage
  3. Describe pricing for school supplies, merchandise and sundries
  4. Any discounts provided to college departments, faculty, staff, Associated Student Body, and any other clubs, etc.
- d. Describe expenses bore by vendor
- e. Describe any of the applicable financial considerations
  1. Providing capital investment to upgrade and/or enhance facilities
  2. Providing scholarships and donations
  3. Providing marketing, advertising, and community related expenses in support of the Bookstore
- f. Declare any conditions that may result in the total fee payable to the District quoted in a, above, being modified.

7. **Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP. If you wish to present alternative approaches to meet the District's work requirements, these should be thoroughly explained.

8. **Appendices**

a. **Supporting Documents**

Furnish as appendices those supporting documents (e.g., financial statements, staff resumes) requested in the preceding instructions.

b. **Additional Information**

Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. ***Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.***

c. **Affidavits, Certification Forms**

As evidence of conformance to the District's policies, complete and include as an appendix to your proposal the Non-Collusion Affidavit, Certification Re Criminal History and Internal Revenue Service form W-9 contained in Exhibits B, C, and D of this RFP. If your firm does not comply with one or more of these policies, declare this and explain the reasons. Any proposal submitted without Exhibit C – Certification Re Criminal History shall be deemed as non-responsive.

#### IV. PROPOSAL EVALUATION AND CONTRACT AWARD

##### A. Evaluation Panel

An Evaluation Panel consisting of Auxiliary and District staff will be responsible for reviewing, analyzing and evaluating the proposals received. The Panel may also conduct contract negotiations with the highest rated proposer(s) or assign this task to the Director of Business Support Services. The Evaluation Panel will make recommendations to the Auxiliary Board of Trustees regarding contractor selection.

##### B. Evaluation Criteria

By use of numerical and narrative scoring techniques, proposals will be evaluated by the Evaluation Panel against the factors specified below, which are listed in descending order of weight and importance. Within each evaluation criterion listed, the subcriteria to be considered are those described in the "Proposal Format and Content" section of this RFP.

1. Work plan;
2. Financial Considerations;
3. Qualifications, experience and references of proposer;
4. Staffing and organization;
5. Miscellaneous [exceptions/deviations, completeness of proposal, adherence to RFP instructions, other relevant factors not considered elsewhere]

Upon selection of the most qualified proposers, the Auxiliary may require the finalists to make an oral presentation to an Evaluation Panel to further explain their proposals. If such interviews are conducted, the appraisals of the presentations will also be factored into the final scores assigned the proposals. The Auxiliary may require the finalists to also make an oral presentation to the Auxiliary Board at the March 13, 2012 meeting. However, proposers are advised that award may be made without interviews or further discussion.

The Auxiliary expressly reserves the right to reject any or all proposals, with or without giving a reason, and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a proposer's offer is not rejected but does not result in a contract award, the Auxiliary shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal. The decision of the Auxiliary is final.

##### C. Contract Award

It is the intent of the Auxiliary to award a single contract as the result of this RFP. However, the Auxiliary reserves the right to apportion the requirements of this RFP among multiple contractors and/or to accept or reject the add alternate(s) if this is determined to be in the Auxiliary's best interests. Depending on the dollar amount of the award(s), the contract(s) resulting from this RFP may be required to be approved by the Auxiliary's Board of Trustees. The Auxiliary reserves the right not to award a contract from this process.

**EXHIBIT A****SCOPE OF WORK****BOOKSTORE SERVICES**

The District is seeking a vendor to provide the following Bookstore Services:

- To provide day-to-day operations of the college bookstores (one on the Liberal Arts Campus and one on the Pacific Coast Campus)
- Operate the bookstore in accordance with the highest standards and commercial practices in the college bookstore industry.
- Buy, sell, and distribute merchandise and services traditionally offered in college and university bookstores, including but not limited to textbooks, distance learning instructional and ancillary materials, class and alumni rings and jewelry, clothing, school supplies, desk and dorm accessories, gifts, souvenirs, graduation regalia (sale & rental) and announcements, course-adopted software and paper and electronic custom anthologies, and textbook buybacks.
- Provide a website for the purchase of new and used books and optional supplies with the capability of items to be shipped or available for pick-up
- Provide a book rental program
- Provide an integrated online textbook adoption system for faculty
- Manage all service programs customarily handled by college bookstores such as magazine subscription, and telecommunication
- Sell convenience store items such as health and beauty items, and other sundries
- Provide special book order services for students, faculty and staff and make every effort to obtain the earliest possible delivery
- Accept and process returns
- Accept for payment major credit cards and debit cards
- Compiling and maintaining a list of department textbook and supply adoptions
- Provide store security, theft prevention, and emergency procedures
- Create and maintain a store security plan acceptable for textbook buyback, rush and other special events.
- Collect and pay any sales tax or similar tax on retail sales and applicable income taxes on revenues.
- Abide by all federal, state and local laws applicable to the operation including applicable student record confidentiality policies.
- Make available corporate representatives to discuss and resolve any operational issues.
- Daily cleaning of store interior, including but not limited to, procuring of basic janitorial equipment and supplies, sweeping, dusting, and daily removal of trash
- Secure and maintain the required insurance policies
- Make available financial records for an annual financial audit by the District's auditor
- Procure beverages from the Auxiliary's vendor

Add Alternate:

- Operation of two convenience stores, one on each campus

**EXHIBIT B**

**NON-COLLUSION AFFIDAVIT**

**State of California**

**County of Los Angeles**

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_  
*Title*

of \_\_\_\_\_  
*Name of Offeror/Bidder*

the party making the foregoing proposal, that such proposal is genuine and not collusive or sham; that said offeror/bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any offeror/bidder or person, to put in a sham offer/bid or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person to fix the proposal price of affiant or any other offeror/bidder, or to fix any overhead, profit, or cost element of said proposal price, or of that of any offeror/bidder or to secure any advantage against the Long Beach Community College District (District) or any person interested in the proposed contract; and that all statements contained in said proposal are true.

In addition, the offeror/bidder further certifies that he/she **(has)/(has not)** (*circle one*), been convicted of found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify an offeror/bidder, but may be grounds for administrative suspension or grounds for consideration (by the District) as to whether the District should decline to award a contract to such offeror/bidder on the basis of a lack of responsibility.

\_\_\_\_\_  
*Signature of Offeror/Bidder*

Subscribed and sworn to me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
*(Notary Public)*

My Commission Expires \_\_\_\_\_ (SEAL)

**CERTIFICATION RE CRIMINAL HISTORY**

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_  
(Printed or Typed Name) (Title) (Name of Firm)

("Design Build Entity").

I declare, state, and certify all of the following:

1. Design Build Entity proposes to enter into a contract ("Contract") with the Long Beach Community College District ("District") to provide District Design Build services.

2. I am aware of the provisions of the following code sections of the State of California with respect to certain felonies: violent felonies, as that term is used at Penal Code §667.5(c); serious felonies, as that term is used at Penal Code §1192.7(c); sex offense felonies, as that term is used at Education Code §87010; and, controlled substance offense felonies, as that term is used ad Education Code §87011 (collectively, "specified Felonies").

3. I acknowledge that, for the purposes hereof, any offense in any other jurisdiction which would have been a felony under any of said code sections if committed in the State of California also is a Specified Felony.

4. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following and, based on said knowledge and/or inquiry, I certify that no person who has been convicted of a Specified Felony shall provide services to District under the Contract if awarded to Design Build Entity.

5. I am aware and acknowledge that, if any person who has been convicted of a Specified Felony provides services to District under the Contract, then, in the sole discretion of District: a) the same may constitute a material breach of the Contract; and/or, b) the same may be grounds for termination of the Contract for cause.

6. I am authorized to execute this Certification re Criminal History on behalf of Design Build Entity.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2012.  
(City and State)

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

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.