REQUEST FOR PROPOSAL (RFQ) NO. 15-001:

SPACE AND FACILITIES PLANNING SERVICES

Key RFQ Dates:

Issued: May 11, 2015
Submittal: May 26, 2015
Interviews (If Required): Week of June 8, 2015
May 11, 2015

Interested Qualified Firms:

**SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) NO. 15-001 ARCHITECTURAL SERVICES**

Long Beach Community College District invites proposals from qualified providers of Space and Facilities Planning, Capacity and Load Reporting, and Annual Plan Review/Updating Services for the Long Beach City College District.

**Proposals will be accepted at the Purchasing and Contracts Office, Building T – Room 2031 – Mail Stop G-4, 4901 E. Carson Street, Long Beach, CA 90808 until 4:00 p.m. (local time), May 26, 2015.** Offers received after this date and time may, at the discretion of the District, be rejected without consideration. **Faxed and emailed proposals will not be accepted.**

Instructions for preparing your response are contained in the attached RFQ. Questions must be in writing and may be directed to me at amoloney@lbcc.edu by 2:00 p.m. on May 19, 2015

We look forward to receiving your response.

Sincerely,

Alan Moloney
Deputy Director, Contracts and Purchasing
LONG BEACH COMMUNITY COLLEGE DISTRICT

PURCHASING AND CONTRACTS
4901 E. CARSON STREET
LONG BEACH, CALIFORNIA  90808

REQUEST FOR PROPOSAL (RFQ) NO. 15-001:
SPACE AND FACILITIES PLANNING SERVICES
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. INTRODUCTION</td>
<td>1</td>
</tr>
<tr>
<td>A. Purpose of RFQ</td>
<td>1</td>
</tr>
<tr>
<td>B. Profile of District</td>
<td>1</td>
</tr>
<tr>
<td>C. Information About Other Public Bids</td>
<td>2</td>
</tr>
<tr>
<td>II. GENERAL INSTRUCTIONS</td>
<td>2</td>
</tr>
<tr>
<td>A. Response Submittal</td>
<td>2</td>
</tr>
<tr>
<td>B. Questions from Respondents</td>
<td>2</td>
</tr>
<tr>
<td>C. RFQ Addenda/Clarifications</td>
<td>3</td>
</tr>
<tr>
<td>D. Pre-contractual Expenses</td>
<td>3</td>
</tr>
<tr>
<td>E. No Commitment to Award</td>
<td>3</td>
</tr>
<tr>
<td>F. Joint Offers</td>
<td>3</td>
</tr>
<tr>
<td>G. Exceptions.Deviations</td>
<td>3</td>
</tr>
<tr>
<td>H. Insurance</td>
<td>4</td>
</tr>
<tr>
<td>I. Indemnity</td>
<td>4</td>
</tr>
<tr>
<td>III. RESPONSE FORMAT AND CONTENT</td>
<td>5</td>
</tr>
<tr>
<td>A. Presentation</td>
<td>5</td>
</tr>
<tr>
<td>B. Response Content</td>
<td>5</td>
</tr>
<tr>
<td>IV. RESPONSE EVALUATION AND CONTRACT AWARD</td>
<td>8</td>
</tr>
<tr>
<td>A. Evaluation Panel</td>
<td>8</td>
</tr>
<tr>
<td>B. Evaluation Criteria</td>
<td>8</td>
</tr>
<tr>
<td>C. Contract Award</td>
<td>9</td>
</tr>
<tr>
<td>EXHIBITS</td>
<td></td>
</tr>
<tr>
<td>A. Scope of Work</td>
<td></td>
</tr>
<tr>
<td>B. Fee Guidelines for Design Consultants and Specialty Consultants</td>
<td></td>
</tr>
<tr>
<td>C. W-9</td>
<td></td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSAL

SPACE AND FACILITIES PLANNING SERVICES

I. INTRODUCTION

A. Purpose of RFQ

The purpose of this Request for Proposal (RFQ) is to solicit offers from qualified consultants interested in providing the Long Beach Community College District with Space and Facilities Planning, Capacity and Load Reporting, and Annual Plan Review/Updating Services.

Firm chosen through this RFQ process will commence work on all planning and reporting effective July 1, 2015. The exact scope of services required by the District will be set forth annually in a statement of work which will be developed by the Consultant and the District. The scope of work will include but not be limited to, Space and Facilities Planning, Capacity and Load Reporting, Annual Plan Review/Updating, and assisting District staff in the development of annual reports and plans for the Chancellor’s Office and the District’s Board of Trustees.

It is expected that some reporting and calculation work undertaken by the District will include requirements by the State of California, California Community College’s Chancellor’s Office, and other State and Federal agencies. Demonstrated educational experience and specific experience with the compiling and development of annual reports and inventory is mandatory.

Your firm is invited to submit a written response outlining your organization's proposal and willingness to provide the services described above. A more detailed explanation of the Scope of Work to be addressed in the response is set forth in Exhibit A of this RFQ. All firms must submit a fully detailed response, regardless of present or past projects where you have provided services to the District.

B. Profile of District

Long Beach Community College District is 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 Community College District 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.

II. GENERAL INSTRUCTIONS

A. Response Submittal

The respondent shall submit an original, five (5) copies, and a thumb drive of its response by 4:00 p.m. (local time), May 26, 2015 to:

Long Beach Community College District  
Contracts Management Office  
4901 E. Carson Street, Building T – Room 2031  
Long Beach, California 90808  
Attention: Alan Moloney, Deputy Director

Responses received after 4:00 p.m., May 26, 2015, may, at the sole discretion of the District, be rejected as non-responsive and returned without review. It is the practice of the District not to consider late offers unless it is determined that a selection cannot be made from among the responses received on time. In order to be considered "on time," a response must either be date-stamped or bear a handwritten inscription by an authorized representative of the District Contracts Management Office confirming receipt by the above-specified deadline. The date stamp is located in the Contracts Management office at the above-described location.

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

Faxed and emailed RFQ’s will not be accepted.

All responses shall be enclosed in a sealed package(s) plainly marked with the words "Response Responding to RFQ No 15-001; Do Not Open Until May 26, 2015."

All responses shall be firm offers subject to acceptance by the District and may not be withdrawn for a period of 120 calendar days following the last day to accept responses. Responses may not be amended after the due date except by the consent of the District.

B. Questions from Respondents

Questions or comments regarding this RFQ (except to inquire about the number of addenda issued) must be in writing and received by email no later than 2:00 p.m. (local time) on May 19, 2015. Written questions are to be emailed to Alan Moloney, Deputy Director at amoloney@lbcc.edu.

C. RFQ Addenda/Clarifications
If it becomes necessary for the District to revise any part of this RFQ, or to provide clarification or additional information after the response documents are released, a written addendum will be posted to the District’s website at http://www.lbcc.edu/ContractsMgmt/CurrentSolicitations.cfm. It shall be the responsibility of the respondents to review this website to check if any addenda have been issued. No Addenda will be emailed to the perspective responders. All addenda issued shall become part of the RFQ.

In addition, responses to written questions received will be incorporated in an RFQ addendum.

D. **Pre-contractual Expenses**

Pre-contractual expenses are defined as any expenses incurred by the respondent in: (1) preparing its response in response to this RFQ; (2) submitting that response to the District; (3) negotiating with the District any matter related to this RFQ, 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 RFQ. The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by respondents, and respondents shall not include any such expenses as part of their responses.

E. **No Commitment to Award**

Issuance of this RFQ and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses received to this RFQ, to negotiate with more than one respondent concurrently, or to cancel all or part of this RFQ.

F. **Joint Offers**

Where two or more respondents desire to submit a single response to this RFQ, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single firm and not with multiple firms doing business as a joint venture.

G. **Exceptions/Deviations**

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

H. **Insurance**

a. During the term of this Contract, the Contractor shall, at its own cost and expense, procure and maintain the following types of insurance:

i. Statutory Workers' Compensation, as required by the California Labor Code, and Employer's Liability with limits not less than $1,000,000 per occurrence; and
ii. Commercial General and Auto Liability insurance, with limits not less than $1,000,000 per occurrence/$3,000,000 aggregate.

iii. Professional liability insurance, with limits of $3,000,000, per claim.

b. Prior to the commencement of work, the consultant shall furnish the District with insurance endorsements evidencing the above insurance coverage and further indicating that the Contractor’s policies have been endorsed to name the "Long Beach Community College District and Its Board of Trustees" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide that "Consultant’s" policy is primary of any insurance carried by the District and that "the policy will not be canceled or materially changed without thirty (30) days prior notice in writing" being given to the District’s Contracts Manager.

c. All evidence of insurance coverage required to be submitted in accordance with this Paragraph shall be delivered to the addressee for the District specified in Agreement for Services to this project. The District shall make the final determination as to whether the documentation submitted by the Consultant conforms to the requirements of this Paragraph 3.

d. If any subcontractor(s) or independent contractor(s) is utilized by the Consultant for the purpose of carrying out portions of this Contract, said subcontractor(s) or independent contractor(s) shall also be required to comply with the insurance provisions set forth in this Paragraph and the indemnification provisions set forth in Agreement for Services.

I. Indemnification

If awarded a contract, CONSULTANT shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONSULTANT’S negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. CONSULTANT shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers’ Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONSULTANT or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONSULTANT’S performance under this Agreement. The indemnification outlined in this section shall survive the contract.
III. RESPONSE FORMAT AND CONTENT

A. Presentation

Responses shall be submitted in 8 ½” x 11” size, using a simple method of fastening. Responses should be typed and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The response should not exceed 20 pages in length, excluding appendices, if any. The form, content and sequence of the response should follow the outline presented below.

B. Response Content

1. Transmittal Letter/Introduction

The letter of transmittal shall be addressed to the Deputy Director, Purchasing and 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-sub consultant), if applicable;

   c. acknowledgment of receipt of RFQ addenda, if any;

   d. name, title, address and telephone number of contact person during period of response evaluation;

   e. a statement to the effect that the response shall remain valid for a period of not less than one hundred-eighty (180) days from the due date for responses; and

   f. identification of any information contained in the response which the respondent 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 response are confidential or proprietary will not be honored by the District); and

   g. identification of services, if any, requested herein that respondent is not interested, qualified, or capable of providing. It should be noted that services are required on a range of types and sizes of projects. Therefore, firms of varying size and capability may be evaluated and selected for projects that best fit the firm’s proposal;

   h. signature of a person authorized to bind the offering firm to the terms of the response;

   i. statement acknowledging and agreeing to the insurance requirements set in Section II, Subsection H and that the firm can meet these requirements; and

RFQ: 15-001 Space & Facilities Planning Svcs
j. statement acknowledging the review of the Sample Professional Services Agreement outlined in Exhibit B and acceptance of the terms and Conditions set forth in this document.

2. Table of Contents

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

3. Proposal, Related Experience and References

Overview: This section should establish the ability of the respondent (and its sub consultants, 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 respondent and any sub consultants included in the offer.

D. 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 respondent’s ability to perform contractually. Certify that the firm is legally permitted or licensed to conduct business in the State of California for the services offered.

D. Describe your experience with public and private educational space and facility planning and reporting projects. Describe specific experience with community colleges. Include the scope of projects, description and reports developed. Describe your experience with the California Community College’s Chancellor’s Office.

D. 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 responses and award of ensuing contracts.)

e. Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims with in the last five (5) years.

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.

D. Identify the key personnel from your firm that would be assigned to the District’s program. Estimate the percentage of the time that the individual(s) would be assigned and include a brief description of their qualifications, job functions and office locations. Designate a Project 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 one page long) for all key personnel; include these as an appendix, not in the body of the response.

D. If more than two people will be assigned to the District’s project, include a simple organization chart which clearly delineates communication/reporting relationships among the project staff.

D. Identify any proposed consultants and any other relevant disciplines. List professional license numbers and dates as well as business address, telephone number and fax number. Include brief resumes and related experiences for appropriate members of these firms.

d. Explain the firm’s technical capabilities in quality control and assurance procedures, including complying with program requirements and conformance with Federal/State/Local applicable code requirements.

5. Cost and Price

Overview: This section should disclose all charges to be assessed the District for the required services and declare the respondent’s preferences for method and timing of payment. The District is interested in an Annual fee for Years 1 through 5 of the contract based on the “sample” work scope identified in Exhibit A. Please identify a fee for each section, the titles of employees which will be assigned, the projected hours for each employee per section, their hourly rate, and total not to exceed annual price. Please also provide a list of employee titles who will provide work or assistance to the District and their hourly rates.

6. Exceptions/Deviations

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

7. Appendices

D. Supporting Documents

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

D. Additional Information

Include any additional information you deem essential to a proper evaluation of your response and which is not solicited in any of the preceding sections. Respondents are cautioned, however, that this does not constitute an invitation to submit large
IV. RESPONSE EVALUATION AND CONTRACT AWARD

D. Evaluation Panel

An Evaluation Panel consisting of District and Bond Management Team staff will be responsible for reviewing, analyzing and evaluating the responses received. The Evaluation Panel will also either select the successful respondent(s) or make recommendations to the Executive Vice President, Administrative Services and Board of Trustees regarding consultant selection.

In addition to its own staff, the District may utilize the unpaid services of one or more individuals from other agencies in the evaluation of responses.

B. Evaluation Criteria

By use of numerical and narrative scoring techniques, responses 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 sub-criteria to be considered are those described in the “Response Format and Content” section of this RFQ.

1. Qualifications, experience, and references of respondent;
2. Staffing and organization;
3. Miscellaneous [exceptions/deviations, certifications and affidavits, completeness of response, adherence to RFQ instructions, other relevant factors not considered elsewhere];
4. Annual Fee and Hourly Rate List.

Upon selection of the most qualified respondents, the District may require the finalists to make an oral presentation to the Evaluation Panel to further explain their qualifications. If such interviews are conducted, the District’s appraisals of the presentations will also be factored into the final scores assigned the responses. However, respondents are advised that award may be made without interviews or further discussion.

The District 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 respondent’s offer is not rejected but does not result in a contract award, the District shall not be liable for any costs incurred by the respondent in connection with the preparation and submittal of the response.

C. Contract Award

It is the intent of the District to award one or more contracts as the result of this RFQ. However, the District reserves the right to apportion the requirements of this RFQ among multiple consultants if this is determined to be in the District’s best interests. Depending on the dollar amount of the award(s), the contract(s) resulting from this RFQ may be required to be approved by the District’s Board of Trustees. No minimum amount of work is guaranteed.
EXHIBIT A

SAMPLE SCOPE OF WORK

The Sample Scope of Services for the academic year 2015/2016 will consist of three elements:

D) Management of the Capacity/Load Ratios (including State reporting documents);

2) Technical Support for Implementation of the Building/Facilities Program;

3) Securing State Financial Support as needed. These three elements, along with the broad work tasks/responsibilities associated with each, are described below:

D. Management of District’s Capacity Load Ratios:

Define, interpret and translate the space needs of the Liberal Arts and Pacific Coast Campuses through the Title 5 standards and incorporate these space needs into the key planning/reporting documents required by the State.

- Affect a plan that aims to improve the capacity-to-load ratios of the District and its two campuses through management and identification of space holdings, assessment and distribution of weekly student contact hours, assessment and tracking of day-graded enrollments, and appraisals of full-time equivalent faculty.

- Manage, monitor throughout the year, and create for submittal to the State the required reporting documents that determine the capacity-to-load ratios of the District:

  • The Five-Year Construction Plan
  • The Report 17, ASF/OGSF Summary and Capacities Summary

Monitor/advise the District on the impacts/implications of the State Chancellor’s Office Long-Range WSCH and Enrollment Forecasts.

Monitor the FUSION program for the District relative to State reporting.

Generally assist the District in all matters related to management of the capacity-to-load ratios.

Fee for Services Element A: $________
List Staff Assigned, Hours of Work, Hourly Rate:

2. Technical Support for the District’s Building/Facilities Program

Determine space guidelines/parameters for all planned projects (so as to be consistent with the capacity-to-load tolerance levels of the District.

Review architectural plans for space parameter compliances.
Work with user-groups to resolve building/space parameter conflicts.

Determine interim use space plans.

Determine and/or validate costs for planned projects.

Conduct impact assessments for projects of the Building/Facilities Program.

Ensure a competitive posture for the District at the State level.

Generally serve as a resource to the District in implementing its current bond program.

Fee for Services Element B: $________
List Staff Assigned, Hours of Work, Hourly Rate:

3. Finance Resourcing Support

As directed by the District, construct proposals for State funding, including the following:
• Initial Project Proposals
• Final Project Proposal

Coordinate, on behalf of the District, architectural services that are required for State funded proposals (i.e. Final Project Proposals).

Qualify all projects through the state point system.

Recommend the most favorable funding scenarios to the District.

Shepherd all project proposals through the State Chancellor’s Office.

Represent the District on capital funding requests to the State as required.

(Note: The District will determine the need for and quantity of Initial and/or Final Project Proposals)

Fee for Services Element C: $________
List Staff Assigned, Hours of Work, Hourly Rate:

D. Total Not to Exceed inclusive of all reimbursables for this work scope annually: $____________
EXHIBIT B

LONG BEACH COMMUNITY COLLEGE DISTRICT
4901 EAST CARSON STREET
LONG BEACH, CALIFORNIA 90808

SAMPLE AGREEMENT FOR CONSULTANT SERVICES

This Agreement is made and entered into this ___day of____ 201_, by and between the Long Beach Community College District, hereinafter referred to as the "DISTRICT", and __________, hereinafter referred to as the "CONSULTANT".

1. Services to be Performed by Consultant.

(a) CONSULTANT agrees to perform those services set forth in Exhibit A attached hereto and incorporated herein by this reference.

(b) CONSULTANT may, at CONSULTANT's expense, employ such assistants as CONSULTANT deems necessary to perform the services required of CONSULTANT by this Agreement. DISTRICT will not train, control, direct, or supervise CONSULTANT's assistants or employees in the performance of those services.

(c) CONSULTANT is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and CONSULTANT or any of CONSULTANT's agents or employees. CONSULTANT assumes exclusive responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONSULTANT and its agents and employees shall neither be entitled to any rights nor privileges of DISTRICT's employees nor shall CONSULTANT its agents and employees be considered in any manner DISTRICT employees.

(d) If CONSULTANT is a regular employee of a public entity, all services that CONSULTANT renders under this Agreement will be performed at times other than CONSULTANT's regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.

2. Compensation.

(a) Except as otherwise provided in this Agreement, DISTRICT agrees to compensate CONSULTANT for services rendered under this Agreement in the total amount not to exceed _______ ($_______).

(b) DISTRICT will pay at cost CONSULTANT’s reimbursable expenses under this Agreement as set forth in Exhibit A/Exhibit B. Supporting documentation for the authorized expenses shall be attached to the invoice when submitted. Total reimbursable expenses are included in the above-stated not to exceed amounts.

(c) For each month of service, the invoice referencing DISTRICT’s contract number shall be submitted to the DISTRICT and must include CONSULTANT’s signature. Payment
will be made within forty-five (45) days after receipt of an invoice. Invoices submitted with rates and/or descriptions which differ from this Agreement shall be rejected.

(d) DISTRICT will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide CONSULTANT with a statement of earnings at the end of each calendar year. CONSULTANT is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

3. Term of Agreement.

The term of this Agreement is from ____________ 20__, through ____________ 20__, unless sooner terminated pursuant to the provisions of Section 6 of this Agreement. DISTRICT and CONSULTANT may mutually agree in writing to extend the term of this Agreement provided, however, DISTRICT shall not be obligated to pay CONSULTANT any additional consideration unless CONSULTANT undertakes additional services, in which instance the consideration shall be increased as DISTRICT and CONSULTANT shall agree in writing.

4. Obligations of Consultant.

(a) During the term of this Agreement, CONSULTANT agrees to diligently prosecute the work specified in Exhibit A to completion. CONSULTANT may represent, perform services for, and be employed by such additional clients, persons, or companies as CONSULTANT, in CONSULTANT’s sole discretion, sees fit.

(b) CONSULTANT will provide all materials, tools, and instrumentalities required to perform the services under this Agreement.

(c) If CONSULTANT is provided access to the Long Beach City College Network and Email system, the CONSULTANT agrees to abide by the LBCCD Board Policies and Regulations governing computers and e-mail use. These policies and regulations, including Board Policy and Administrative Regulation #6006 are available on the LBCCD website: http://www.lbcc.edu/policymanual/. CONSULTANT accepts sole responsibility for the content of CONSULTANT’s e-mails and agrees to follow recommended procedures to safeguard the account. CONSULTANT is accountable for the suitability of content and understands that e-mails shall be used for college use only. Failure to abide by these regulations shall constitute a breach of this Agreement.

(d) CONSULTANT represents and warrants that CONSULTANT and CONSULTANT’s subcontractor(s) is/are not listed on the Excluded Parties Listing Service.

(e) CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

(f) During the term of this Agreement, CONSULTANT shall procure, pay for and keep in full force and affect the following types of insurance:

1. Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence, $1,000,000 Personal Injury and Advertising Injury, $1,000,000 Products/Completed operations annual aggregate, and $2,000,000 General annual aggregate.

2. Automobile liability insurance is required for any vehicle owned, rented, leased, or used by CONSULTANT or CONSULTANT’s employees and agents in the performance of work under this contract with limits of liability of or equal to $1,000,000 combined single limit bodily injury and property damage liability, and $1,000,000 uninsured/underinsured motorist coverage.
3. Professional liability insurance (Errors and Omissions) of or equal to $1,000,000 each claim, and $3,000,000 annual aggregate with a maximum permissible deductible or self insured retention of $5,000 per claim. Claims shall not exclude child abuse molestation.

4. Statutory workers’ compensation insurance covering all employees and agents of CONSULTANT as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement and $1,000,000 limit Employers Liability.

5. CONSULTANT shall provide Certificates of Insurance, evidencing all insurance required in Paragraph (f) 1 thru 4 is in force, and is executed by an authorized representative of the insurance company. Policies required in Paragraph (f) 1 and 2 shall be endorsed, and certificates shall clearly state that Long Beach Community College District, its Board of Trustees, officers, agents, and employees are additional insured’s respecting work performed under this Agreement. All insurance policies shall be carried with responsible and solvent insurance companies licensed and authorized to do business in the State of California. All insurance policies must be endorsed to give the DISTRICT written notice of cancellation, termination, coverage reduction or any material change and shall provide verification that such insurance does not exclude child abuse molestation claims.

6. Waiver of Subrogation. CONSULTANT releases Long Beach Community College District from any claims for damage to any person or property, to fixtures, personal property, improvements, and alterations that are caused by or result from risks insured against under any insurance policies carried by Long Beach Community College District and in force at the time of any such damage. Furthermore, each insurance policy shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.

7. Self-insurance, self-retained risk, or any other form of transferred risk financing must be declared in writing to and approved by DISTRICT’s Director of Business Support Services.

8. CONSULTANT’s obligations shall not be limited by the insurance requirements and shall survive expiration of this Agreement.

(g) CONSULTANT shall indemnify, defend and hold harmless the DISTRICT, its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind including without limitation costs and fees of litigation, nature or sort which may be incurred by reason of CONSULTANT’S performance under this Agreement. CONSULTANT shall assume full responsibility for payments of federal, state, and local taxes or contributions imposed or required under social security, workers’ compensation or income tax laws, or any disability or unemployment laws, or retirement contribution of any sort whatsoever concerning CONSULTANT or any employee and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONSULTANT’S performance under this Agreement. The provisions of this Section shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any event occurring prior to such expiration or termination.

(h) Neither this Agreement nor any duties or obligations under it may be assigned by CONSULTANT without the prior written consent of DISTRICT.

(i) CONSULTANT agrees that it will not discriminate based on race, creed, national origin, religion, sex, marital status, age, handicap and/or medical condition.

5. Obligations of District
6. Termination of Agreement.

(a) Unless otherwise terminated as provided below, this Agreement shall continue in force during its term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

(b) Should CONSULTANT default in the performance of this Agreement or breach any of its provisions DISTRICT may terminate this Agreement by giving written notification to CONSULTANT.

(c) If at any time during the performance of this Agreement DISTRICT determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, DISTRICT shall have the right to terminate the performance of CONSULTANT’S services hereunder by giving written notification to CONSULTANT of its intention to terminate.

(d) The DISTRICT may terminate this Agreement without cause by providing CONSULTANT thirty (30) day prior written notice.

(e) In the event DISTRICT terminates this Agreement under paragraphs (b - d) of this Section, CONSULTANT shall only be paid for those services rendered to the date of termination.

7. Binding Arbitration; Consent to Jurisdiction and Service of Process.

(a) Any dispute, claim or controversy arising out of or related to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in the County of Los Angeles, before one arbitrator. The parties irrevocably agree to be bound by any judgment, decision, or award rendered in connection with this Agreement and further agree that arbitration is the exclusive remedy for any dispute, claim or controversy arising out of or related to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement. Each party shall be responsible for its costs and attorney's fees. At the option of the first to commence arbitration, the arbitration shall be administered either by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, or by the American Arbitration Association pursuant to its Rules of Commercial Arbitration. Judgment on the Award may be entered in any court having jurisdiction. The parties may seek provisional remedies in aid of arbitration from a court having jurisdiction. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.


(a) Any notices to be given hereunder by either party to the other may be effectuated either by personal delivery in writing or by mail, certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONSULTANT. The foregoing addresses may be changed by written notice to the other party as provided herein.
To the CONSULTANT:

Name: 
Company: 
Address: 

Email: 
Telephone: FAX: 

To the DISTRICT:

Name: Contracts Management G-4 
Long Beach Community College District 
Address: 4901 E. Carson Street 
Long Beach CA 90808 
Email: 
Telephone: (562) 938-4848 FAX: (562) 938-4640 

With a copy to Requesting Department:

Name: 
Department: 
Address: 
Email: 
Telephone: 
FAX: 

(b) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties.

(c) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is brought arising out of this Agreement, including but not limited to any claim for breach, interpretation, cancellation or specific performance of the same, or any tort claims relating thereto, said action shall be brought in the appropriate court of Los Angeles County, California.

(e) Any controversies arising out of the terms of this Agreement or its interpretation shall be settles in Los Angeles County, California in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
(f) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of DISTRICT, CONSULTANT, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the Office of the State Auditor of the State of California, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONSULTANT shall preserve and cause to be preserved such books, records and files for the audit period.

(g) (If applicable) DISTRICT and CONSULTANT mutually agree that any written material or any copyrightable work of any nature created by CONSULTANT pursuant to this Agreement shall be considered a ‘work made for hire’ and DISTRICT the ‘copyright owner’ thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that DISTRICT shall own all of the rights comprised in the copyright of said written material or copyrightable work. DISTRICT and CONSULTANT further agree that DISTRICT shall have a royalty-free, nonexclusive and irrevocable license to publish, translate, license, sell, transfer, or otherwise use as DISTRICT determines, now and hereafter, all such written material or copyrightable work developed under this Agreement.

(h) Time is of the essence with respect to all provisions of this Agreement.

(i) This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original but together shall be deemed one and the same instrument.

(j) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

“DISTRICT”
Long Beach Community College District
Of County of Los Angeles

“CONSULTANT”

Ann-Marie Gabel __________________ Date __________________
Vice President,
Administrative Services

Signature __________________ Date __________________
Name: __________________
Title: __________________
TIN: __________________

Date of Board of Trustee’s Approval: __________________
Re: __________________
EXHIBIT A
SCOPE OF WORK

CONSULTANT agrees to perform _________________ services for the _________________ project at the _________________ Campus as described in CONSULTANT’S Proposal dated _________________ and as follows:

EXHIBIT B
REIMBURSABLE EXPENSES

DISTRICT shall reimburse CONSULTANT at cost, a reasonable sum for the out-of-pocket expenses listed in this Exhibit that are incurred and paid for by CONSULTANT in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are generated in connection with the operations of projects assigned, and only to the extent authorized by Section 2 (b) of this Agreement:

1. Printing and reproduction expenses for documents beyond that included in this Agreement;

2. Express shipping, overnight mail, messenger, courier, or delivery services (but not including company or corporate required communications or reports, such as, but not limited to, timesheets, expense reports, inter-office memoranda, invoices, etc.);

3. Mileage beyond a 50 mile radius of CONSULTANT’s office in conjunction with the performance of this Agreement (excluding travel from residence to Project or CONSULTANT’s home or branch offices to Project) at the rate established by Internal Revenue Services and related parking and/or tolls;

4. Out-of-town travel as approved in advance in writing by DISTRICT;

5. Regulatory agency and permit-filing fees that are specific to the project;

6. Special Consultants.