April 13, 2011

Gentlemen/Ladies:

SUBJECT: REQUEST FOR PROPOSALS (RFP) NO. 11-1003: Design of Marketing Materials for SBDC

Long Beach Community College District invites proposals from qualified firms to provide services for design of marketing materials for the Small Business Development Center (SBDC) Network.

Proposals, consisting of an original and three (3) copies as well as one (1) CD, in response to this RFP are to be submitted in a sealed envelope marked, "RFP 11-1003" no later than 4:00 p.m. on May 6, 2011 to:

Contracts Manager
Long Beach Community College District
Contracts Management - Mail Code G-4
4901 E. Carson Street, Bldg T-2031
Long Beach, CA 90808

Proposals received after this date and time, may at the discretion of the District, be rejected without consideration. No faxed proposals will be accepted.

Additional information about the work to be completed under this RFP, along with instructions for preparing your proposal and other pertinent information are contained in the attached pages.

Questions may be directed to Blanca Morales at (562) 938-4034 bmorales@lbcc.edu with a copy to mpadron@lbcc.edu.

Sincerely,

Margie Padron
Contracts Manager
REQUEST FOR PROPOSALS (RFP):
Design of Marketing Materials for SBDC

INFORMATION AND INSTRUCTIONS

Overview

Long Beach Community College is seeking proposals from qualified firms to design marketing materials for the Los Angeles Regional Small Business Development Center (SBDC) Network on an on-call basis. Firms should be familiar with the Small Business Development Center Network.

Work Tasks and Requirements

1. Update current marketing materials (ads, brochure, web banners, newsletter, e-mail marketing templates, Top Ten Tips & Success Stories) as needed.

2. Update all marketing materials when new center(s) are brought on board.

3. Design brochures, flyers, advertisement and marketing materials for the SBDC Network as requested. Anticipated upcoming projects may include but will not be limited to creating new innovative flyers for workshops, conferences and special events.

4. Work with designated vendor to coordinate marketing materials designed to be consistent with the SBDC Network branding concept.

Proposal Instructions

Proposals shall be prepared in letter format and are to be submitted as directed in the transmittal letter that accompanies this RFP. Proposals shall contain the following:

1. A statement declaring the proposer's interest in contracting with the District for the specified services;

2. A description of the proposing firm, including legal form (sole proprietorship, partnership, corporation/state of incorporation), date of founding, location, number of employees, etc.;

3. A description of any special qualifications or credentials possessed by the proposing firm, particularly those that distinguish the firm from its competitors;

4. A list of relevant other consulting engagements completed, with month and year the work was performed, name or other description of the clients, and descriptions of the work performed;

5. At least three (3) client references for the proposer, including name of firm, address, telephone number and contact person;

6. Resume(s) of the person(s) who will perform the work;

7. Work Samples – Include in the proposal a sample portfolio representation limited to two samples (copies) of creative materials produced within the last two years. Sample materials will not be returned. As an alternative, Respondents may provide an internet
link for evaluators to view such samples. If referring to an internet site please be specific as to what the Evaluator will be reviewing. Proposals submitted without work samples will be deemed non-responsive and rejected without further evaluation.

8. A brief work plan or description of the proposed approach to completing the work, including a schedule for work completion. Include in the work plan how the firm handles last minute requests and the ability for a quick turn-around of work product;

9. A specific description of what documents and physical resources (e.g., office space, equipment) beyond what is offered in this RFP would be required from the District or other sources in order to complete the work;

10. A schedule of fees that the District could use to purchase from your firm the services described in the Work Tasks and Requirements. These should be quoted as Fully-burdened (i.e., direct labor + overhead + profit) hourly rates offered on a time-and-materials basis.

11. A statement that the proposal shall remain in effect for not less than 120 days from the date of submittal;

12. A statement whether the proposer can satisfy the District's insurance requirements, as described in the Agreement that accompanies this RFP;

13. A declaration of exceptions to, or deviations from, the scope of work or other requirements of the RFP, if any; and

14. A signature by a person authorized to bind the offering firm to the terms of the proposal.

15. Notarized original Non-Collusion Affidavit.


The District will evaluate the proposals received in accordance with the following criteria, listed in descending order of importance:

1. Qualifications and experience of the proposing firm and its staff;

2. Work plan and schedule;

3. Competitiveness of fee proposal; and

4. Miscellaneous other factors, including acceptability of exceptions or deviations, if any, and completeness of proposal.

The District expects to select a Contractor(s) and award a contract by June 30, 2011, with work by the Contractor to begin shortly thereafter. The District anticipates awarding a one-year contract with the option to extend for additional year(s) for a total term not to exceed five years. The current budget for this work is $50,000 per year and may be awarded to one or multiple contractors.
SUPPLEMENTAL INFORMATION

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 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.

ABOUT THE SBDC PROGRAM

The Small Business Development Center (SBDC) program is the U.S. Small Business Administration’s (SBA) largest counseling and training network with locations in every U.S. State and Territory. The SBDCs provide services such as development of business plans, manufacturing assistance, financial packaging assistance, procurement contracting assistance and international trade assistance.

SBDC Lead Center: The lead SBDC is the institution, in most cases a university, college or other institution of higher education, which holds the contract with the SBA and administers and operates the area’s SBDC program. There are 62 other lead SBDCs, five in California, four in Texas, and one in every other U.S. State as well as the territories of Guam, Puerto Rico, the U.S. Virgin Islands, the District of Columbia and American Samoa.

Long Beach Community College District (LBCCD) was selected to host the SBDC Network for the Los Angeles, Ventura and Santa Barbara counties beginning Jan. 1, 2006. It is the seventh largest federally funded SBDC Network in the nation. The SBDC lead center is housed within LBCCD’s Office of Economic and Resource Development.

Los Angeles Network: The Los Angeles network consists of entities that contract with the lead center to deliver its services. LBCC has contracted with a diverse group of economic and community development organizations within the three counties it is designated to serve: Los Angeles, Santa Barbara and Ventura.

SBDC Services: SBDCs, in coordination with federal, state, local and private sector resources deliver management and technical assistance to small businesses utilizing an effective business education network of 63 lead centers with over 1000 service center locations. SBDCs provide services such as development of business plans, manufacturing assistance, financial packaging assistance, procurement contracting assistance, international trade assistance and other business specialty areas.
ABOUT ECONOMIC & WORKFORCE DEVELOPMENT (ERD)

The primary missions of the California Community Colleges (CCC) are to offer academic and career and technical education at the lower division level for recent high school graduates and those returning to school, and to advance California’s economic growth and global competitiveness through education, training, and services that contribute to continuous workforce improvement.

The CCC system, composed of 109 colleges (two-year public institutions) statewide organized into 72 districts, serves more than 2.5 million students and represents the largest system of higher education in the world.

The Economic and Workforce Development Program (EWDP) is tasked to advance the state’s economic growth and global competitiveness through education, training, and services that contribute to continuous workforce improvement, by providing a variety of solutions for business development and workforce training needs. Enhancing employee skills through customized education, training and onsite learning as well as information and sound advice for the planning and marketing of goods and services, the program strengthens on-the-job performance and business competitiveness, making California’s economy stronger.

The program has a track record of success and brings in outside investment. It responds to regional economies and provides access for California Community College students. It delivers everything from basic skills to advanced biotech training, and assists thousands of people – from small business to aerospace giants.

Economic & Workforce Development Initiatives

- Advanced Transportation Technologies
- Biotechnologies
- Business & Workforce Performance Improvement
- Environmental Technologies
- Health Care
- Multimedia and Entertainment
- Workforce Learning Resource
- Applied Competitive (Manufacturing) Technologies
- International Trade
- Small Business Development
- Other Flexible Solutions such as:
  - Industry-Driven Training
  - Customized Training Solutions

Information About Other Public Bids

Information about other RFPs and Notice of Bids currently open for response at the District can be obtained from the Contracts Management website at www.lbcc.edu/contractsmgmt.

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 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 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.

**No Commitment to Award**

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

**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 District intends to contract with a single firm(s) and not with multiple firms doing business as a joint venture.
This Agreement is entered into on the date [Today’s date], between Long Beach Community College District, ("DISTRICT") and [CONTRACTOR/Vendor Name] ("CONTRACTOR"), with offices located at [CONTRACTOR/vendor Business Address].

WHEREAS, the DISTRICT is the recipient of the Calendar Year 2011 award for the Los Angeles Regional Network Small Business Development Center ("SBDC") awarded by the U.S. Small Business Administration ("SBA");

WHEREAS, the DISTRICT hereby engages the services of CONTRACTOR; WHEREAS, CONTRACTOR represents that it is duly qualified and able to render the services described in Attachment A;

NOW THEREFORE, the parties hereto agree AS FOLLOWS:


1. Duties, Term, and Compensation. The CONTRACTOR’S duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in Attachment A.

2. Expenses. CONTRACTOR agrees to perform services inclusive of all expenses. In the event expenses are to be incurred by the CONTRACTOR in performing services during the term of this Agreement, the CONTRACTOR must obtain prior written approval from the DISTRICT. The DISTRICT will not reimburse the CONTRACTOR for any out-of-pocket expenses that are incurred in connection with the performance of the duties hereunder, without prior written approval from the DISTRICT. Notwithstanding the foregoing, expenses for the time spent by Consultant in traveling to and from DISTRICT facilities shall not be reimbursable.

3. Written Reports. The DISTRICT may request training/instructional plans, progress reports and/or other reports to be provided by CONTRACTOR. A final report shall be due at the conclusion of the project and shall be submitted to the DISTRICT in a confidential written report at such time. Reports shall be in such form as specified by the DISTRICT, provided that setting forth such information and data is reasonably requested by the DISTRICT.

4. Intellectual Property and Copyrights. Any and all inventions, discoveries, developments and innovations ("Materials") conceived by the CONTRACTOR during this engagement relative to the duties under this Agreement shall be the property of the DISTRICT; and the CONTRACTOR hereby assigns all right, title and interest in the same to the DISTRICT. Any and all inventions, discoveries, developments and innovations conceived by the CONTRACTOR prior to the term of this Agreement and utilized by the CONTRACTOR in rendering duties to the DISTRICT are hereby licensed to the DISTRICT for use in its operations and for an infinite duration. Title to all course materials, copyrightable material, data, conceived or resulting from the performance of work hereunder, shall reside with the DISTRICT. The CONTRACTOR agrees that the DISTRICT and thereby the SBA shall have a non-exclusive, royalty-free copyright to utilize any such Materials and copyrightable material or data covered under this agreement. CONTRACTOR understands that the DISTRICT may use, reproduce, distribute, and publicly display the Materials via any and all distribution channels and platforms, including without limitation, the SBDC Network web sites and other web
sites and applications owned and operated by the DISTRICT. CONTRACTOR agrees that all SBDC-developed or funded training and/or information materials, such as, publications, training guides/materials, online courses, online tools, web sites, etc. prepared for the betterment of small businesses will be readily available to SBA and all of its resource partners.

5. Confidentiality. The CONTRACTOR acknowledges that during the performance of services under the agreement, CONTRACTOR will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by, and/or used by the DISTRICT and/or its customers, in connection with the operation of its business including, without limitation, the DISTRICT and customer's business and product processes, methods, customer lists, accounts and procedures. The CONTRACTOR agrees will not to disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this agreement with the DISTRICT in servicing its customers. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the DISTRICT and its customers, whether prepared by the CONTRACTOR or otherwise coming into CONTRACTOR'S possession, shall remain the exclusive property of the DISTRICT and/or its customers. The CONTRACTOR shall not retain any copies of the foregoing without the DISTRICT and/or its customers' prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the DISTRICT and/or its customers, the CONTRACTOR shall immediately deliver to the DISTRICT and/or its customers all such files, records, documents, specifications, information, and other items in CONTRACTOR'S possession or control. The CONTRACTOR further agrees not to disclose CONTRACTOR'S retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the DISTRICT and/or its customers and shall at all times preserve the confidential nature of CONTRACTOR'S relationship to the DISTRICT and its customers and of the services hereunder.

6. Excluded Parties List System. The CONTRACTOR warrants that the CONTRACTOR and/or CONTRACTOR'S subcontractor(s) is not listed on the Excluded Parties List System.

7. Conflicts of Interest. The CONTRACTOR warrants that the CONTRACTOR is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the CONTRACTOR and any third party. Further, the CONTRACTOR, in rendering duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which CONTRACTOR does not have a proprietary interest. During the term of this agreement, the CONTRACTOR shall devote as much productive time, energy and abilities to the performance of duties hereunder as is necessary to perform the services in a timely and productive manner. The CONTRACTOR is expressly free to perform services for other parties while performing services for the DISTRICT.

8. Termination. The DISTRICT may terminate this Agreement at any time by thirty (30) calendar days' written notice to CONTRACTOR. In addition, if CONTRACTOR is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the DISTRICT, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the DISTRICT may terminate the agreement with CONTRACTOR at any time immediately and without prior written notice to the CONTRACTOR.

In the event of termination of this Agreement, (a) CONTRACTOR agrees to continue its services without interruption through the period of time referenced on the termination notice, and (b) CONTRACTOR will assist the DISTRICT with orderly and professional transition of any duties to
another party or designated DISTRICT staff member.

In the event that this Agreement or the DISTRICT’s agreement with customer (if applicable) is terminated, CONTRACTOR agrees to assist in the orderly and expeditious transition of incomplete deliverables to another party or DISTRICT staff member upon request by DISTRICT or customer within thirty (30) business days following written notice to CONTRACTOR.

9. Independent Contractor. This Agreement shall not render the CONTRACTOR an employee, partner, agent of, or joint venturer with the DISTRICT for any purpose. The CONTRACTOR is and will remain an independent contractor of the DISTRICT. The DISTRICT shall not be responsible for withholding taxes with respect to the CONTRACTOR’S compensation hereunder. The CONTRACTOR shall have no claim against the DISTRICT hereunder or otherwise for vacation pay, sick leave, retirement benefits, Social Security, Workers’ Compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

10. Insurance. CONTRACTOR shall maintain in full force and effect a policy or policies of insurance in accordance with the following DISTRICT requirements:
   A. Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate.
   B. Automobile Liability Insurance for bodily injury and property damage in an amount of not less than $1,000,000 per occurrence with no annual aggregate limit.
   C. Worker’s Compensation and Employer’s Liability insurance in the amount required by law.
   D. The Long Beach Community College DISTRICT and its Board of Trustees shall be named as additional insureds under all insurance policies, except Worker’s Compensation. Additional insured Endorsements are required and should accompany certificates of insurance. Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.
   E. If worker’s compensation insurance is not provided by CONTRACTOR, CONTRACTOR warrants and represents to the DISTRICT that the CONTRACTOR has no employees; based on this warranty and representation of the CONTRACTOR, notwithstanding any provision of the Agreement to the contrary, the DISTRICT waives the requirement that the CONTRACTOR obtain and maintain Worker’s Compensation insurance coverage, so long as CONTRACTOR does not employ any employees. If, however, at any time during the Term of this Agreement, the CONTRACTOR retains any employee, a material obligation of the CONTRACTOR under this Agreement is to notify the DISTRICT in writing within five (5) days of the employment of such individual(s) and to concurrently provide the DISTRICT with a Certificate of Insurance evidencing that the CONTRACTOR has obtained Workers Compensation Insurance with statutory coverage amounts in accordance with applicable law.

11. Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its Board of Trustees, officers, agents, and employees, from and against any and all claims, liability, loss, damage, expense, costs, demands, suits, actions and causes of actions (including without limitation costs and fees of litigation) of every nature rising out of or in connection with the CONTRACTOR’S performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the DISTRICT.

12. Governing Law. This Agreement shall be governed by and construed and enforced in
accordance with the laws of the State of California, notwithstanding choice of law principles.

13. **Compliance with Laws.** In the performance of this Agreement, each party agrees to comply with all applicable laws, rules, and regulations.

14. **Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled 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.

15. **Headings.** Section headings are included for convenience only and are not to be used to construe or interpret this Agreement.

16. **Waiver.** The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or of its right thereafter to enforce each and every provision.

17. **Assignment.** The CONTRACTOR shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of CONTRACTOR’S duties hereunder, without the prior written consent of the DISTRICT.

18. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five (5) days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

**To the CONTRACTOR:**

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<tr>
<th>Name:</th>
<th>Address:</th>
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<tr>
<td>Telephone:</td>
<td>FAX:</td>
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**To the DISTRICT:**

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<tr>
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<th>Address:</th>
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<td>Telephone:</td>
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**With a copy to:**

<table>
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<th>Name:</th>
<th>Address:</th>
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<td>Telephone:</td>
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Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

19. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless it is in writing signed by the parties hereto.

20. **Complete Understanding; Modification.** This Agreement, together with all attachments, exhibits and addenda attached hereto, constitute the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersede all prior or contemporaneous understandings and agreements relating to such subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto.

21. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

**IN WITNESS WHEREOF,** said parties have executed this agreement as of the date and year first above written.

LONG BEACH COMMUNITY COLLEGE DISTRICT

BY ______________________________________________ DATE ____________________

Ann-Marie Gabel
Vice President, Administrative Services

**CONTRACTOR**

BY ______________________________________________ DATE ____________________

Name:
Title:

TIN #________________

Approved by the Board of Trustees: [Date]
ATTACHMENT A
SCOPE OF SERVICES AND COMPENSATION

DISTRICT/ERD INTERNAL REF NO: [ ]

CONTRACTOR'S INFORMATION:

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<th>CONTRACTOR's Name:</th>
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<tr>
<td>Address:</td>
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<tr>
<td>Business Telephone:</td>
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<td>Fax:</td>
<td></td>
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<tr>
<td>Email:</td>
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<tr>
<td>Business TAX ID:</td>
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CONTRACTOR agrees to perform the following services:

1. Update current marketing materials (ads, brochure, web banners, newsletter, e-mail marketing templates, Top Ten Tips & Success Stories) as needed.

2. Update all marketing materials when new center(s) are brought on board.

3. Design brochures, flyers, advertisement and marketing materials for the SBDC Network as requested. Anticipated upcoming projects may include but will not be limited to creating new innovative flyers for workshops, conferences and special events.

4. Work with designated vendor to coordinate marketing materials designed to be consistent with the SBDC Network branding concept.

5. Provide an itemized invoice (referencing the contract number CN _______) to the DISTRICT upon completion of services. Payment will be made within forty-five (45) days after receipt of an invoice upon completion of services. Invoices submitted with rates and/or descriptions which differ from this Agreement shall be rejected. Please mail, email (nmassaro@lbcc.edu), or fax the invoice to:

   Attn: Nikki Massaro  
   Economic Resource Development  
   Long Beach Community College District  
   4901 Carson Street, Mail Code O-5  
   Long Beach, CA 90808  
   Or  
   Fax to: 562- 938-5030
The DISTRICT agrees to provide the following to the CONTRACTOR to conduct the workshops/seminars:

1. Compensation. The DISTRICT will compensate the CONTRACTOR a total amount not to exceed [_________________________] ($____________).

<table>
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<th>Executive Director</th>
<th>Vice President:</th>
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<td>Lou Anne Bynum</td>
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NON-COLLABUSION AFFIDAVIT

State of California
SS
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 ____________, 2011

__________________________
(Notary Public)

My Commission Expires ________________ (SEAL)
Form W-9
Request for Taxpayer Identification Number and Certification

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

Print or type Form W-9. Fill in all required information.

Name as shown on your income tax return

Business name/described entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Exempt payee

Limited liability company. Enter the tax classification (C-C corporation, S-C corporation, P-partnership)

Address (number, street, and apt or suite no)

City, state, and ZIP code

State specific instructions in the space below:

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.

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

Social security number

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 if 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 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,

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.

Sign here

Signature of U.S. person

Date

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,

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.