



LONG BEACH COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSALS (RFP) NO. 22-1003

COMPENSATION STUDY

**Contracts Management
4901 E. Carson Street
Building T, Room 2031
Long Beach, California 90808**

Key RFP Dates:

Advertisement Dates: 2/21/22 and 2/28/22

Issued: 2/21/22

Question Submissions Due: 2/24/2022 - 10:00am

Addenda Issued By: 3/1/22

Proposals Due: 3/4/22 - 2:00pm

RFP 22-1003 COMPENSATION STUDY

I. INTRODUCTION AND SCOPE OF WORK

Long Beach Community College District (“District”) invites proposals from qualified and experienced consulting Consultants (“Consultant”) who have a proven expertise in performing comprehensive compensation studies for the public sector. The objective is to have a credible comprehensive study that includes an analysis, evaluation, and updates to the District’s salary schedules commensurate with assigned duties; clearly outlines compensation growth; provides justifiable pay differential between individual classes; and maintains currency with relevant labor markets.

Long Beach Community College (District) has approximately 440 classified employees and approximately 210 job classifications. Due to the scope and nature of this study and the limited internal resources, the District requires the services of an outside contractor to complete this comprehensive compensation study.

The Consultant chosen from this RFP process will be awarded an agreement outlining the services and scope of work **for a term of approximately four (4) months.**

The RFP document may be accessed on the District’s website at:

<https://www.lbcc.edu/pod/current-bid-rfp-opportunities>.

Responses must be no more than **ten (10)** pages in length. Additional information regarding content and format is included in the Proposal Format and Content Section of this RFP.

Consultants shall submit an electronic copy of its response by email prior to:

2:00pm (local time) on March 4, 2022

And shall be delivered electronically to:

Erica Bonilla, Deputy Director, Purchasing & Contracts
ebonilla@lbcc.edu

Responses received after **March 4th at 2:00 p.m.** may, at the sole discretion of the District, be rejected as non-responsive and returned without review. It is the responsibility of the Proposer to submit the response by the proper time and all responses received must be date/time stamped by the District’s server which is the controlling time record for all date-stamped submittals.

Consultants shall thoroughly examine the contents of this RFP document. The failure or omission of any Consultant to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the Consultant from obligations with respect to this RFP or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

All questions, requests for information, correspondence, and conversations regarding this RFP process must be solely directed to Erica Bonilla at ebonilla@lbcc.edu. Only email correspondence will be accepted. Do not contact any other of the District's Management or Staff regarding this RFP. Failure to follow the procedures outlined in the RFP may result in your RFP responses being rejected as non-responsive.

RFP 22-1003 COMPENSATION STUDY

A. DISTRICT BACKGROUND

Since 1927, Long Beach City College has been at the heart of the Long Beach, Signal Hill, Lakewood, and Avalon communities providing educational programs with a commitment to excellence in student learning in a culturally diverse and vibrant environment.

LBCC is a two-year community college that encompasses state of the art, technology-rich learning environments, a broad range of academic and career technical instructional programs, strong community partnerships, and economic and workforce development initiatives that prepare students to be successful in the 21st century.

As one of the largest of the 114 community colleges in California, Long Beach City College is governed by the five-member, elected Long Beach Community College District Board of Trustees and serves the cities of Long Beach, Signal Hill, Lakewood, and Santa Catalina Island. It offers many associate degrees and certificate programs which prepare students for transfer to four-year institutions, career advancement, and personal development.

With four schools to house its instructional programs, LBCC provides program offerings in Career and Technical Education, Language Arts and Communication, Social Sciences, Business, and the Arts, and Health, Science, Kinesiology, and Mathematics.

Long Beach City College continues to have a deserved reputation for excellence for its instructional programs and its graduates achieve tremendous success after transferring to four-year colleges or entering the workforce. The college's reputation is further enhanced by key partnerships and economic development initiatives. With its many accomplishments, LBCC is well-positioned to build on its tradition of success in serving the diverse needs of a vibrant community for generations to come.

The District's feels it is important for all Consultants interested in submitting a proposal to understand the Mission and Values of LBCC and its commitment to accessibility for students, faculty, staff, community, and visitors:

MISSION STATEMENT:

Long Beach City College is committed to providing equitable student learning and achievement, academic excellence, and workforce development by delivering high-quality educational programs and support services to our diverse communities.

LONG BEACH CITY COLLEGE'S VALUES:

PURPOSEFUL

The College provides students clear pathways and support to attain their career and educational goals.

NURTURING

The College provides an environment in which students, faculty, and staff build relationships that are understanding and supportive.

RESPECTFUL

The College values and celebrates the exemplary contributions of faculty, staff, and its community partners in supporting students.

FOCUSED

The College embraces a long-term commitment to innovative student success.

CONNECTED

The College is recognized as integral to an inclusive, vibrant, and prosperous local, regional, and global community

ACCESSIBILITY OF SERVICES AND A LEARNING ENVIRONMENT

The District is committed to providing an accessible environment which is supportive of Section 508 of the Rehabilitation Act of 1973 in 1998. All entities contracted by the District must adhere to these laws in performing the duties on behalf of the District. All deliverables provided to the District must be created in an accessible manner as outlined in Section 508 laws (both defined by the Federal Government and the State of California). For example, all presentation videos, electronic documents, training materials, software, or websites provided to the District for their use as part of the services must be in compliance with Sec. 508.

B. SCOPE OF WORK

The objective is to have a credible comprehensive study that includes an analysis, evaluation, and updates to the District's salary schedules commensurate with assigned duties; clearly outlines compensation growth; provides justifiable pay differential between individual classes; and maintains currency with relevant labor markets.

The last comprehensive classification and compensation study completed by the District was in 2017. Periodic reviews have been conducted through the current reclassification process, and as needed to address newly created positions, difficult to fill areas, and requests to evaluate positions as recommended by administration.

The project shall include, but is not limited to:

1. Consultant to survey surrounding community colleges, institutions, and other comparable organizations within the region of similar size and institutional composition.
2. Consultant to conduct salary survey by comparing the College's positions to surrounding community colleges, for each existing classification (see Exhibit A) and changes thereof. Included in the survey will be the benefit structure for the selected agencies.

3. Consultant to recommend appropriate salary range for each existing or proposed position based the Classification Plan and on the compensation survey results, and internal relationships and equity.
4. Design and recommend a salary schedule for each classification which reflects the results of a market survey and the analysis of the internal relationships based on two salary schedules for both part-time and full-time. Recommend pay grade assignments.
5. Equalize pay structures between part time and full time as well as compaction caused by the new minimum wage increase for January 1, 2022.
6. Present draft results of the survey to management.

Study Conclusion

1. Consultant to prepare written report of recommendations, including discussion of methods, techniques and data used to develop the Compensation Plan as well as determining the Cost Impact of the Plan.
2. Consultant to provide instructional information to allow Personnel Commission staff to conduct individual salary audits and adjustments consistent with study methods until the next formal study is conducted.
3. Consultant to attend meetings, if requested, throughout the process with employees, Personnel Commission staff, managers, and labor representatives to explain methodology, survey results and recommendations. The consultant should plan to attend at least one (1) Personnel Commission meeting and one Board of Trustees meeting and four meetings with employees, not including the four kick-off meetings with employees.
4. Additional attendance as meetings or time commitments may be required as needed to address any questions once the study is complete.

C. GENERAL INSTRUCTIONS

1. Proposal

The Consultant shall submit an electronic copy of their response to the RFP prior to:

2:00pm (local time) on March 4, 2022

to:

Erica Bonilla, Deputy Director, Purchasing & Contracts
ebonilla@lbcc.edu

Proposals received after 2:00 p.m., March 4, 2022, may, at the sole discretion of the District, be rejected as non-responsive and returned unopened without review.

2. **Questions from Proposers and RFP Contact**

All questions, requests for information, correspondence, and conversations regarding this RFP must be solely directed to Erica Bonilla at ebonilla@lbcc.edu and must be received by **February 24, 2022 at 10:00am**. Only email correspondence will be accepted. Do not contact any other of the District's Management or Staff regarding this RFP. Failure to follow the procedures outlined in the RFP may result in your RFP responses being rejected as non-responsive.

3. **RFP Addenda/Clarifications**

If it becomes necessary for the District 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 posted to the Purchasing and Contracts Website at <https://www.lbcc.edu/pod/current-bid-rfp-opportunities>. It shall be the sole responsibility of the Consultant to review this website for any addendum or notifications during the RFP process. No other communication method providing information will be used. All addendum 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.

4. **Pre-contractual Expenses**

Pre-contractual expenses are defined as any expenses incurred by the Consultant 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.

5. **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, or to cancel all or part of this RFP.

6. **Joint Offers**

Where two or more proposers desire to submit a single submission in response to this RFP, they shall 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.

7. **Proposed Contract**

The proposer selected for contract award through this RFP shall be required to enter into a written agreement with the District. The proposed contract is presented in Exhibit B. They may be modified to incorporate other pertinent terms and conditions set forth in this RFP, including those added by addendum, and to reflect the proposer's offer or the outcome of contract negotiations, if any, conducted with the proposer. Exceptions to the terms and

conditions, or the proposer's inability to comply with any of the provisions, must be declared in the proposal.

The proposer's attention is directed particularly to the insurance article in the proposed contract, which specifies the minimum insurance requirements that must be met by the successful proposer(s). The proposer's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the proposal.

8. **Exceptions/Deviations**

Any exceptions to or deviations from the requirements set forth in this RFP, including the proposed contract contained in Exhibit B, General Terms and Conditions, 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.

9. **Insurance**

At all times during the term of this Agreement, the Contractor shall, at its own cost and expense, procure and maintain the types of insurance as detailed in Exhibit B, proposed contract.

10. **Indemnification**

The contractor shall indemnify, defend and hold harmless the Long Beach Community College 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. All indemnification shall survive this agreement and any amendments.

D. PROPOSAL FORMAT AND CONTENT

Presentation

Proposals should not include any elaborate or promotional material. Maximum Work Plan/Technical Approach length is ten (10) pages, excluding required forms per RFP Exhibits, Transmittal Letter of Introduction (1 page limit), Table of Contents (1 page limit), Qualifications, Related Experience, and References (3 page limit), Proposed Staffing and Project Organization (1 page limit), Cost and Price (1 page limit), Exceptions/Deviations (1 page limit), and Resumes. The form, content and sequence of the proposal should follow the outline presented below

Proposal Content:

1. **Transmittal Letter of Introduction** (1 page maximum)

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

- a. Identification of the offering firm, including name, mailing address, E-mail address, and telephone number, ;
 - b. Acknowledgment of receipt of RFP addendum, if any;
 - c. Name, title, address, email address, and telephone number of contact person during period of proposal evaluation;
 - d. A statement to the effect that the proposal shall remain valid for a period of not less than one hundred-twenty (120) calendar days from the due date for proposals; and
 - e. 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
 - f. A statement of understanding of the insurance requirements in Exhibit B Independent Contractor Agreement Article 11, and a statement that the Contractor is able to meet those requirements if a Contract is offered to Contractor; and,
 - g. Signature of a person authorized to bind the offering firm to the terms of the proposal.
2. **Table of Contents** (1 page maximum)
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** (3 pages maximum)
This section should establish the ability of the proposer to satisfactorily perform the required work by reasons of: demonstrated experience and 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 personnel included in the proposal.
- 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., termination for default, bankruptcy, pending and/or settled litigation, planned office closures, impending merger, judgments or criminal convictions for false claims) 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 experience with providing similar services to public and/or private education institutions, and any specific experience with community colleges, merit systems and/or civil service, K-12 districts, and other public entities. Include the scope of services and description. Proposer must have experience within the last three years providing similar services.
- c. Provide three business clients--especially community college and K-12 districts--to which your firm is currently providing similar services. Include company names, beginning/ending dates of contracts, and names, titles and telephone numbers and email addresses of individuals that the District can contact as references for your firm.
- d. Describe your experience working with price indexes, Bureau of Labor Statistics, public-sector databases, and other databank resources to establish credible, current, and relevant salary benchmarks.
- e. Describe your experience collecting compensation data and developing methodologies for research purposes.
- f. Describe your experience conducting compensation evaluations with a regional focus within the public sector and presenting study methodology, findings, and recommendations to the following audiences: classified staff, college or K-12 administrators, elected officials, labor leaders, and other community stakeholders. Include examples of presentations provided to non-research professionals. Your submission must also demonstrate an understanding of campus culture, community college organizational structures, and merit systems.
- g. If your firm has been terminated for default/breach of contract, has settled litigation claims regarding your performance under a contract, or received a judgment or has had civil or criminal convictions within the last five (5) years please identify these.

4. **Proposed Staffing and Project Organization** (1 page maximum)

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 including any consultants. Include names, titles, roles in delivery of the proposal, and 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 two pages long) for all key personnel; include these as an appendix, not in the body of the proposal.
- b. 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.

5. **Cost and Price** (1 page maximum)

Overview: This section should disclose all charges to be assessed the District for the required services and declare the proposer's preferences for method and timing of payment.

- a. For all persons/labor classifications proposed in the preceding "Staffing and Project Organization Plan," furnish a schedule of hourly labor rates that the District could use to purchase from your firm services. These should be quoted as **fully-burdened** (i.e., direct labor + overhead + profit) hourly rates offered on a time- and-materials basis.
- b. Provide a breakdown of the total number of hours and cost per activity, description, and scope per year.
- c. Provide an estimate of reimbursable expenses associated with attending in-person meetings to include mileage (at the IRS rate), airfare, hotel, and meals.

6. **Work Plan/Technical Approach** (10 pages maximum)

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. Evaluation Planning

1. Describe detailed plan, including approach and methodology.
 2. 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.
 3. Describe how periodic status reports will be submitted.
 4. Provide a timeline of evaluation activities and key milestones.
 5. Identify expected challenges and limitations of the evaluation. Describe ideas to address the challenges.
 6. Identify key data partners or processes necessary for the evaluation.
- b. Reporting
1. Describe and quantify services and deliverables to be furnished to the District during and at the conclusion of the project.
 2. Describe number of reports provided during the performance period for both progress and final reports.
 3. Describe presentation plan to coordinating team and leadership.
 4. Describe the firm's technical capabilities in quality control and assurance procedures, complying with FLSA requirements and conformance with applicable Education Code, LBCC Personnel Commission Rules and Regulations, labor agreements, and Board policies and administrative regulations.
- c. Meeting with Personnel Commission leadership, support staff, labor representatives, and other key personnel.
1. Propose meeting schedules for key meetings.
 2. Describe the firm's capabilities and capacity to provide presentations of evaluation data and findings.
 3. Describe how key findings and program implementation and evaluation activities will be presented and shared.
 4. Describe plan for exploring implications of findings and recommendations to Personnel Commission staff/leadership.
- d. Project Management
1. Describe project management approach, methodology for the overall project and how the evaluation team will interface with LBCC staff.
 2. Describe plan for staying within budget and on schedule for the project performance period.
7. **Exceptions/Deviations** (1 page maximum)
State any exceptions to or deviations from the requirements of this RFP **including** the proposed contract presented in Exhibit B. 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. 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. Note specified page limits for relevant sections.***
- 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 Declaration in Exhibit C and Internal Revenue Service Form W-9 contained in the Exhibit D of this RFP. If your firm does not comply with one or more of these policies, declare this and explain the reasons.

E. Award Criteria

The consultant will be chosen that best meets the overall needs of the District. The following criteria will be used for this assessment:

1. Qualifications, Related Experience including supporting the appeal process Proposed Staffing, and Project Organization
2. Work Plan/Technical Approach
3. Cost and Price
4. References and Other

F. SELECTION PROCESS AND ANTICIPATED TIMELINE

The District hopes to identify the final Consultant which best meet the requirements and needs of the District through this RFP process. The selection process will include a review of the responses submitted by the deadline by the District's selection committee.

Once the selection committee finishes reviewing the submissions, the committee at their discretion may invite the Consultants who they feel best meet the needs of the District for in-person interviews.

The District anticipates notifying the Consultant(s) chosen of a contract award prior to April 1, 2022. The District will then issue a contract for the Consultant chosen and that contract will be approved by its Board of Trustees at a regularly scheduled meeting.

EXHIBIT A
Classified Employees
Salary Ranges

- [https://www.lbcc.edu/sites/main/files/file-attachments/appendix a. unit member salary and ranges 2020-2021 .pdf?1607110434](https://www.lbcc.edu/sites/main/files/file-attachments/appendix_a_unit_member_salary_and_ranges_2020-2021_.pdf?1607110434)
- [https://www.lbcc.edu/sites/main/files/file-attachments/appendix b. salary schedule 2020-2021 .pdf?1640044305](https://www.lbcc.edu/sites/main/files/file-attachments/appendix_b_salary_schedule_2020-2021_.pdf?1640044305)
- [https://www.lbcc.edu/sites/main/files/file-attachments/mgt team annual salary schedule eff 7.1.2021 1.pdf?1630609011](https://www.lbcc.edu/sites/main/files/file-attachments/mgt_team_annual_salary_schedule_eff_7.1.2021_1.pdf?1630609011)
- <https://www.lbcc.edu/sites/main/files/file-attachments/mgmt-team-hourly-salary-schedule.pdf?1631634789>
- [https://www.lbcc.edu/sites/main/files/file-attachments/management positions by range.pdf?1636046874](https://www.lbcc.edu/sites/main/files/file-attachments/management_positions_by_range.pdf?1636046874)

EXHIBIT C

SAMPLE CONSULTANT AGREEMENT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement is made and entered into this ____ day of _____, 2022 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 _____ (\$XX,XXX).

(b) 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.

(c) **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 _____, through _____, 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

DISTRICT agrees to comply with all reasonable requests by **CONSULTANT** and to provide access to all documents reasonably necessary for the performance of **CONSULTANT'S** duties under this Agreement.

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. 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.

8. General Provisions.

(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:			
Telephone:		Email:	

To the DISTRICT:

Name:			
Address:			
Telephone:		Email:	

With a copy to Requesting Department:

Name:			
Department:			
Address:			
Telephone:		Email:	

(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 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.

(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

EXHIBIT A

FEE PROPOSAL & WORK PLAN DELIVERABLES AND PRODUCTS SCHEDULE

NONCOLLUSION DECLARATION

**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH PROPOSAL**

State of California)
) ss.

County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, Proposer, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, Proposer, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature
