



LONG BEACH COMMUNITY COLLEGE DISTRICT

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

REQUEST FOR QUALIFICATIONS (RFQ) NO. 22-002

MOVING & STORAGE SERVICES

Key RFQ Dates:

**Issued: November 8, 2021
Question Submissions Due: November 18, 2021
Proposals Due: November 30, 2021**

REQUEST FOR QUALIFICATIONS - MOVING & STORAGE SERVICES**I. INTRODUCTION****A. Purpose of RFQ**

The purpose of this Request for Qualifications (RFQ) is to solicit statements from qualified consultants interested in providing the Long Beach Community College District with Moving & Storage Services.

Your firm is invited to submit a written submittal outlining your organization's qualifications and willingness to provide the services described in Exhibit A.

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 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, Long Beach, California, 90807, and the Liberal Arts Campus located at 4901 E. Carson Street, Long Beach, California, 90808.

C. Information About Other Public Bids

Information about other RFP/Q and Bid opportunities currently open for response at the District's website can be obtained by visiting the following link
<https://www.lbcc.edu/pod/current-bid-rfp-opportunities>.

II. GENERAL INSTRUCTIONS

A. Submittal

The proposer shall submit **an electronic copy of its proposal by email prior to 4:00 p.m. (local time), November 30, 2021** to:

Erica Bonilla, Deputy Director, Purchasing & Contracts
ebonilla@lbcc.edu
with a copy to Blanca Morales
bmorales@lbcc.edu

Submittals received after 4:00 p.m., November 30, 2021, may, at the sole discretion of the District, be rejected as non-responsive and unopened without review.

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

All submittals shall be considered firm statements subject to acceptance by the District and may not be withdrawn for a period of 120 calendar days following the last day to accept submittals.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

B. Pre-Submittal Questions from Proposers

Questions or clarifications regarding this RFQ (except to inquire about the number of addendum issued) must be submitted no later than **4:00 p.m. (local time), November 18, 2021**. Questions are to be emailed to Erica Bonilla, Deputy Director, Purchasing & Contracts at ebonilla@lbcc.edu with a copy to Blanca Morales, bmorales@lbcc.edu. Reference **RFQ No. 22-002** on the email subject line.

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

C. RFQ Addendum/Clarifications

The District reserves the right to, without prior notice, supplement, amend, and/or modify this RFQ. If it becomes necessary for the District to revise any part of this RFQ, or provide clarification or additional information after the proposal documents are released, a written addendum will be posted to the District's website at: <https://www.lbcc.edu/pod/current-bid-rfp-opportunities>. It shall be the responsibility of the proposers to monitor the website provided above for any and all updates and modifications to this RFQ and deadlines. All addenda issued shall become part of the RFQ.

D. Pre-contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by the proposer in: (1) preparing its submittal in response to this RFQ; (2) submitting that submittal 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 proposers, and proposers shall not include any such expenses as part of their submittals.

E. No Commitment to Award

Issuance of this RFQ and receipt of submittals does not commit the District to award a contract. The District expressly reserves the right to postpone submittal opening for its own convenience, to accept or reject any or all submittals received in response to this RFQ, to negotiate with more than one proposer concurrently, or to cancel all or part of this RFQ. Any firm chosen as part of this RFQ to be on the pre-approved list is not guaranteed it will be chosen to provide Moving & Storage Services during the 5-year period.

F. Joint Offers

Where two or more proposers desire to submit a single submission in 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 single firms and not with multiple firms doing business as a joint venture.

G. Insurance

At all times during the term of the Agreement, the Consultant shall, at its own cost and expense, be required to follow all the guidelines and requirements relating to insurance coverage as found in **Exhibit D**. All insurance and coverage is required to be in force at all times when under contract to the District.

H. Indemnification

The 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 misconduct 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. All Indemnification shall survive this contract.

I. Exceptions/Deviations

Any exceptions to or deviations from the requirements set forth in this RFQ 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.

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

Submittals should be written electronically and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; proposals should be brief and concise. The form, content and sequence of the submittal should follow the outline presented below, and must not be more than 12 pages.

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

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

- a. Identification of the offering firm(s), including name, mailing address, e-mail address, telephone number, and fax of each firm;
- b. proposed working relationship among the offering firms (e.g., prime-subcontractor), if applicable;
- c. acknowledgment of receipt of RFQ addendum, if any;
- d. name, title, address, email address and telephone number of contact person during period of submittal evaluation;
- e. a statement to the effect that the submittal shall remain valid for a period of not less than one hundred-twenty (120) days from the due date for submittals; and
- f. identification of any information contained in the submittal 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 submittal are confidential or proprietary will not be honored by the District); and
- g. a statement of understanding of the insurance requirements in Exhibit D Section 4, F, Insurance Requirements, and a statement that Consultant is able to meet those requirements if a Contract is offered to Consultant; and,

- h. acknowledgment of review, and acceptance of terms of Consultant's Agreement, Exhibit D; and
- i. signature of a person authorized to bind the offering firm to the terms of the submittal.

2. Table of Contents

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

3. Qualifications, Related Experience and References

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

- a. Furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may affect the proposer's ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.
- b. Describe your experience with public and private education projects. Describe specific experience with community colleges. Describe your quality control and assurance procedures and conformance with Federal/State/Local applicable code requirements.
- c. Provide a list of business clients, especially community college or other educational institutions, to which your firm is currently providing similar services/products. Include company names, beginning/ending dates of contracts, and names, titles and telephone numbers of individuals that the District can contact as references for your firm.
- d. Furnish as an appendix financial information (such as last year-end Income Statement and Balance Sheet) that accurately describes the financial stability of your firm. (Financial statements disclosure will be confined to those individuals involved in the evaluation of the submittals and award of ensuing contracts.)
- e. The firm must have an acceptable history of working proactively to avoid

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

- f. Provide proof of Department of Industrial Relations (DIR) registration to include DIR registration number, and expiration date.

4. Proposed Staffing and Project Organization

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

- a. Identify the key personnel from your firm that would be assigned to the District's project. Include a brief description of their qualifications, job functions and office locations. Designate a 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 submittal.
- 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.
- c. Explain the firm's work plan with current workload and next six-month backlog.
- d. Identify any proposed sub-consultants and any other relevant disciplines. List professional license numbers and dates as well as business address, telephone number and fax number. Include resumes and related experiences for appropriate members of these firms.

5. Cost and Price

Overview: This section should disclose all charges to be assessed by the District for the required services.

- a. Complete Exhibit A-1 Rate Schedule and Materials price list. Responses submitted without Exhibit A-1 will not be considered. Exhibit A-1 must be signed by a person authorized to bind the firm.
- b. Provide a list of any costs or fees not included in (a) above.

6. Technical Approach

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

- a. Describe as succinctly as possible how your firm would accomplish the work and satisfy the District's objectives described in this RFQ.
- b. Describe what information, documents, staff assistance, facilities or other resources you would require from the District to complete your work; declare any other critical assumptions upon which your workplan is based.

7. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFQ including any types of moving that are excluded from this proposal. If you wish to present alternative approaches to meet the District's work requirements, these should be thoroughly explained.

8. Appendices

a. Supporting Documents

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

b. Additional Information

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

c. Affidavits, Certification Forms

As evidence of conformance to the District's policies, complete and include as an appendix to your submittal the Non-Collusion Affidavit, and Internal Revenue Service Form W-9 contained in Exhibits B and C of this RFQ, and proof of firm's DIR registration with number and expiration date. If your firm does not comply with one or more of these policies, declare this and explain the reasons.

IV. SUBMITTAL EVALUATION AND CONTRACT AWARD

A. Evaluation Panel

An Evaluation Panel consisting of District and Bond Management Team staff will be responsible for reviewing, analyzing and evaluating the submittals received.

B. Evaluation Criteria

The following criteria will be used for this assessment:

1. Qualifications, experience and references of proposer;
2. Staffing and organization;
3. Miscellaneous [cost and price, completeness of submittal, adherence to RFQ instructions, other relevant factors not considered elsewhere]
4. Technical approach;
5. Exceptions/deviations.

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

The District expressly reserves the right to reject any or all submittals, and to waive any irregularities or informalities in the statements received. In the event of any such rejection, or in the event a proposer's statement is not rejected but does not result in a contract award, the District shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the qualifications.

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.

From time to time, the Consultant awarded a contract through this RFQ, may be assigned specific projects. The scope of services, compensation, and other specific obligations of the consultant relating to a project assignment will be subject to mutual agreement for each assignment.

The award(s) of the contract(s) resulting from this RFQ is required to be approved by the District's Board of Trustees. No minimum amount of work is guaranteed.

EXHIBIT A**MOVING & STORAGE SERVICES****SCOPE OF WORK**

The District is seeking individuals, firms or team of firms (here after referred to as “Moving Company”) to handle miscellaneous On-Call Task Orders for moving and storage services. If selected to perform these On-Call Task Orders, Moving Company will act with the highest standard of care for performing similar scopes of services. Individuals or firms performing work under this On Call Task Order shall as a minimum, undertake the following responsibilities, and any additional responsibilities reasonably necessary and customarily provided by moving and storage professionals conducting business in the Southern California area, to ensure that all Long Beach Community College District and Bond Program goals, policies and procedures are adhered to over the course of the project.

The selected Moving Company(ies) shall provide all labor, tools, materials, equipment, vehicles and supervision to perform all tasks related to packing, moving and storage services as directed by the District’s Bond Management Team (BMT) or Facilities Department. Services may be provided on a continuous daily basis or on an incidental basis as the need arises. The Basic Scope of Work for Moving and Storage Services to be provided may include, but is not limited to the following:

- 1) Provide move and relocation planning, all necessary strategic packing, coordination and oversight for such project(s) assigned. The Moving Company Project Manager will assist in management of the project, under the direction of the BMT and/or District Warehouse Manager.
- 2) Implement and coordinate the relocation, including evaluation of phasing and preparation, and attendance at any/all required meetings, as directed by BMT and/or District Warehouse Manager.
- 3) Present proof of staffing and equipment in writing in order to accommodate the relocation (i.e., number of crew members, trucks, type-carts, dollies, etc. which will be assigned to the project); utilize standard “speedpack” shipping containers; present proof of experience with materials and equipment sufficient to relocate specialty items such as technology equipment (i.e. computers, servers, phone switches, etc.); musical instruments or heavy machinery.
- 4) All crew and staff of selected Moving Company will wear Moving Company uniforms at all times and will not smoke, drink, play music or harass college students, faculty and /or staff while on the college campus. Selected Mover shall conform to high standards of professional behavior.
- 5) The Moving Company’s assigned Project Manager(s), Supervisor(s), and Foremen will be present on-site during all hours of relocation activity, when project magnitude requires. At a minimum, the Foremen for a particular move must be present at all times. Moving Company shall maintain continuity of managers/lead staff throughout the project and also require that at least 50% of crew be ongoing with the project.
- 6) Moving Company will provide portable communications between its crew during all move activities, and provide portable communication devices for BMT and/or District Warehouse staff and staff associated with a particular move.
- 7) Moving Company will make arrangements to have personnel at its offices and equipment

yards and dispatchers accessible during the move to provide additional staffing and equipment if required.

- 8) Prior to all moves the Moving Company will be responsible for physically inspecting all sites and related building areas at origin and destination, including access to and from streets and/or loading docks to gather all pertinent logistical information concerning their location.
- 9) Action/tasks to be completed will include, but not be limited to, the following:
 - a) Establish and maintaining relationships with the BMT and/or District Warehouse staff and the District Facilities personnel at campus where work is being performed.
 - b) Interpreting and timely responding to all laws, requirements and restrictions where work is being performed.
 - c) Prior to all moves, measuring elevators and stairwell access.
 - d) Prior to all moves, ensuring type-carts, gondolas, speedpacks, etc. are correct size to accommodate all sizes of equipment and materials.
 - e) Prior to all moves, ensuring all equipment and type-carts, gondolas, speedpacks, etc. will fit into elevators and stairwells.
 - f) Prior to all moves, measuring building overhangs entrances and exits.
 - g) Prior to all moves, ensuring all trucks and equipment will fit into building overhangs, entrances and exits.
 - h) Moving Company will provide flagman, safety cones and follow safety precautions when moving trucks are parked or in motion for move access.
 - i) Prior to all moves, Moving Company to advise District's Representative of any special equipment required such as lifts, cranes, and/or window removal to complete a move for logistic planning with the District.
- 10) Moving Company will provide, install and remove full protection of lobby, corridor floors, systems furniture, elevators and any other walls/areas requiring protection with taped masonite boards and /or other protection at point of origin and final destination. Moving company is responsible to provide documentation of any existing damage along all paths of travel prior to the start of move to District's Representative. Moving Company shall be liable for any damage caused by installation or removal of building protection.
- 11) Moving Company will provide all wrapping tape, bubble-wrap, shrink wrap, boxes, carts, and color-coded labels (at no charge within contract cost as quoted).
- 12) Moving Company will provide anti-static "zip-lock" type bags for use in relocation of technology equipment.
- 13) Moving Company Project Manager will implement the color-coded location system, including color coded plans and signage, as directed by the BMT, and/or District

Warehouse representative.

- 14) Moving Company Project Manager will provide on-site office number/layout signs and color-coded signage for relocation as directed by the BMT, and/or District Warehouse representative.
- 15) Selected Moving Company will provide contingency plans for road travel and crew staffing due to inclement weather and /or truck breakdown.
- 16) Moving Company Project Manager will schedule and coordinate removal of all cartons and move related debris from college campus (including cartons to be return for credit,as well as "trash" cartons) within two weeks of the move completion.
- 17) Moving Company will use equipment carts to move all computer equipment and shall shrink-wrap and fully protect equipment cart during the move.
- 18) Moving Company shall verify the accurate placement of all items moved to a particular destination prior to leaving the job during the move period. This will also require verifying the accurate placement of equipment before the general move and at the conclusion of the equipment move phase. The Moving Company shall designate a punch list crew for this task as directed by BMT, and/or District Warehouse representative..
- 19) Any temporary storage required by the District will be limited to State of California Fire Marshall approved facilities owned by the vendor.
- 20) All move crew members will be required to sign in and out on crew sheets when leaving the job site including lunch, breaks and at the end of the day.
- 21) All moving and storage related documents, including original shipping instructions, agreements for services, rate quotation shipping document and / or freight bills shall be submitted in written form. Such documents shall be submitted and signed off on adaily basis by the Moving Company's designated move crew supervisor and subsequently verified and initialed by BMT.
- 22) Any questions regarding moving District Leased Equipment should be directed to BMT Project Manager, and/or District Warehouse Manage prior to relocation.
- 23) Move vendor to request, a week before, the number of parking passes needed while onsite and District representative will provide on the day of move.

The Moving Company shall work closely and in cooperation with the LBCCD Bond Management Program Staff, including the Project Managers and College Staff, and shall be readily accessiblefor review and coordination.

**EXHIBIT A-1
RATE SCHEDULE & MATERIALS PRICE LIST
*Include prevailing wage rates**

Base your proposal on the current wage law and indicate, if and how, future wage increases will be added into annual rates.

LABOR	WEEKDAY HOURLY RATES	SATURDAY HOURLY RATES	SUNDAY HOURLY RATES
Truck + 1 man	\$	\$	\$
Project Manager	\$	\$	\$
Supervisor	\$	\$	\$
Packer	\$	\$	\$
Installer	\$	\$	\$
Mover	\$	\$	\$
Warehousemen	\$	\$	\$
Computer Supervisor	\$	\$	\$
Computer Technician	\$	\$	\$

Fuel Surcharge

ITEM	AMOUNT	UNIT OF MEASURE
Fuel Surcharge	\$	

Packing Materials – (Consumables) not including sale tax

ITEM	AMOUNT	UNIT OF MEASURE
Auto-bottom cartons	\$	
Record Storage Cartons	\$	
Medium Storage Cartons	\$	
Color-coded Labels	\$	
Shrink Wrap	\$	
Bubble Wrap (250 ft.)	\$	
Computer / Cable Management Supplies & Equipment:		
Velcro	\$	
Computer Data Bags	\$	
Flat Screen Bubble Sleeve3s	\$	
Shrink Wrap	\$	
Color-coded Labels	\$	
Computer Cart Rental	\$	

**EXHIBIT A-1 (CONTINUED)
RATE SCHEDULE & MATERIALS PRICE LIST**

Expendable Supplies – not including sales tax

ITEM	AMOUNT	UNIT OF MEASURE
Cabling	\$	
Power Strips	\$	

Other Related Materials / Supplies – not including sales tax

ITEM	AMOUNT	UNIT OF MEASURE
	\$	
	\$	
	\$	
	\$	

List charges for Specialized moves requiring special trucks or equipment.

TRUCK + DRIVER/OPERATOR	AMOUNT	UNIT OF MEASURE
	\$	
	\$	
	\$	
	\$	

Storage – No Tax

ITEM	AMOUNT	SIZE	UNIT OF MEASURE
Vaults	\$		Per vault / per month
Pallets	\$		Per sq. ft. / per month

Rentals – Specify delivery charges (if any)

ITEM	AMOUNT	DELIVERY CHARGE	UNIT OF MEASURE
Crate	\$	\$	
Gondolas	\$	\$	
Library Carts	\$	\$	
Tooling Bins	\$	\$	
Wood Tubs	\$	\$	
Plastic Bins	\$	\$	
Other Related Items:	\$	\$	

Disposal Fees

TRUCK + DRIVER	AMOUNT	UNIT OF MEASURE (WEIGHT)
	\$	
	\$	
	\$	

EXHIBIT B

NON-COLLUSION DECLARATION

NON-COLLUSION AFFIDAVIT
State of California
County of Los Angeles

NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

(Title) (Contractor Name)

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration is executed on this Executed this _____ day of _____, 20____ at

(City, County and State)

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

EXHIBIT C

IRS FORM W-9

Attachment D

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

	Social security number				
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	OR				
	Employer identification number				
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Part II Certification

Under penalties of perjury, I certify that:

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

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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
- Form 1099-INT (interest earned or paid)

EXHIBIT D

**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 _____, 202____, 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 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://archive.lbcc.edu/Policies/policies.cfm>. **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 effect 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.

(j) **CONSULTANT** is responsible for following all Federal and California accessibility laws set forth under Sec 508 of the Rehabilitation Act of 1973, passed in 2000 and updated in 2017 and California Government Code Section 7405. All materials and Information and Communication Technology (ICT) produced or provided by the **CONSULTANT**, as part of this contract must meet the standards set forth under these laws. These requirements include, but are not limited to, closed captioning of all videos or portions of videos; all presentations; training materials; curriculum; computers; and all other ICT as defined under the law, must be created and delivered in a manner where they meet accessible requirements. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the **DISTRICT** to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. **CONSULTANT** is responsible for all claims and expenses borne by the **DISTRICT**, which arise out of the work under this contract, found to be non-compliant with Federal and California Laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of work produced.

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) All parties agree that **CONSULTANT** cannot have concurrent **DISTRICT** employment and be an active Independent Contractor or Professional Services Contractor with the **DISTRICT**. If a Contractor, Consultant, or Professional Services Provider is offered and accepts in writing, employment with the **DISTRICT**, this contract will be automatically terminated on the date of acceptance of the offer of employment. All work will cease on this date and the **CONSULTANT** will be paid for all work as of this date. The **CONSULTANT** furthermore agrees to work with the **DISTRICT** upon request to assist with the transfer of the work in progress to a replacement consultant or contractor at no additional charge.

(f) In the event **DISTRICT** terminates this Agreement under paragraphs (b - e) 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:	Erica Bonilla, Deputy Director Purchasing & Contracts		
	Contracts Management Dept. Mail Code G-4		
	Long Beach Community College District		
Address:	4901 E. Carson Street		
	Long Beach CA 90808		
Telephone:	(562) 938-4541	Email:	EBonilla@lbcc.edu

With a copy to Requesting Department:

Name:			
Department:			
	Long Beach Community College District		
Address:			
	Long Beach CA		
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 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) Consultant warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary. This contract is not valid until the District's board of trustees approves or ratifies this contract.

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

"DISTRICT"

"CONSULTANT"

Long Beach Community College District

Marlene P. Drinkwine

Vice President, Business Services

Signature

Name: _____

Title: _____

Address: _____

Phone: _____

Tax ID #: _____

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: