



City of Long Beach  
 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

**City of Long Beach**  
**Request For Proposals Number PD20-067**

**For**

**Homeland Security Grant Administration Support**

Release Date:	08/06/2020
Questions Due to the City:	08/19/2020
Posting of the Q & A:	09/02/2020
Due Date:	09/16/2020

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*City Contact: Elisa Landeros Buyer I 562-570-3835*

**See Section 4 for instructions on submitting proposals.**

Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

E-mail: \_\_\_\_\_

Prices contained in this proposal are subject to acceptance within 180 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date \_\_\_\_\_

Signed \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Rev 2016 0919



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### **ATTACHMENTS**

- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP**
- B PRO-FORMA AGREEMENT**
- C STATEMENT OF NON-COLLUSION**
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION**
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION AND VENDOR APPLICATION FORM**
- F SECRETARY OF STATE REGISTRATION PRINTOUT**
- G INSURANCE REQUIREMENTS**



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## 1. **OVERVIEW OF PROJECT**

The City of Long Beach Police Department (Department) and other City of Long Beach (City) departments are responsible for the management and administration of a portion of the City's homeland security and preparedness grants, including awards under the Emergency Management Performance Grant (EMPG), State Homeland Security Program (SHSP), Port Security Grant Program (PSGP), Hazard Mitigation Grant Program (HMGP) and the Urban Area Security Initiative (UASI).

The City seeks proposals from qualified Contractors to serve as a Grant Coordinator, providing administrative and grant compliance support services for the UASI and PSGP grant programs, and other programs where eligible funds are available. The Awarded Contractor will assist the Police Department in monitoring grant program performance, conduct inventory of grant-funded equipment, process claims for grant qualified expenses, attend local, regional, state, and federal grant meetings and execute other grant-related tasks as needed. The selected Contractor would also provide support to homeland security and preparedness grants awarded to the Department.

### Solicitation Objectives:

The Department expects to achieve the following outcomes through this solicitation:

Identify a skilled Contractor with thorough knowledge and understanding of Homeland Security Grant programs, including UASI, PSGP, and SHSP, as mentioned above. The Contractor shall work closely with the Los Angeles Mayor's Office, County of Los Angeles, FEMA, and City of Long Beach Department of Disaster Preparedness and Emergency Communications representatives. The Contractor shall also work closely with executive teams regarding project proposals and contingency projects. The Contractor must be able to perform administrative and grant compliance support duties as detailed in Section 3 below. The Contractor must have experience in responding to federal audits.



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## 2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

<b>Awarded Contractor</b>	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
<b>CalOES</b>	California Office of Emergency Services.
<b>City</b>	The City of Long Beach and any department or agency identified herein.
<b>Contractor</b>	Organization/individual submitting a proposal in response to this RFP.
<b>Department / Division</b>	City of Long Beach, Police Department, Financial Bureau
<b>EMPG</b>	Emergency Management Performance Grant.
<b>Evaluation Committee</b>	An independent committee will be established to review proposals submitted in response to the RFP and select a Contractor.
<b>FEMA</b>	Federal Emergency Management Agency.
<b>HMGP</b>	Hazard Mitigation Grant Program.
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>OMB</b>	Office of Management and Budget.
<b>PSGP</b>	Port Security Grant Program.
<b>RFP</b>	Request for Proposals.
<b>Shall / Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b>Should</b>	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
<b>SHSP</b>	State Homeland Security Program.



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**Subcontractor** Third party not directly employed by the Contractor who will provide services identified in this RFP.

**UASI** Urban Area Security Initiative.

### **3. SCOPE OF PROJECT**

The Awarded Contractor shall serve as a Grant Coordinator, providing administrative and compliance support for the City's Homeland Security Grant Program grants. The level of administrative and grant compliance support required from the Awarded Contractor will vary based on the grant awards.

Work shall be conducted at City-provided offices or remotely at the Contractor's business location, as applicable, and approved by the Police Department's Project Manager.

Based on the listing below, the City requests a separate pricing model for administrative and grant compliance duties.

#### **3.1 Administrative Support Duties**

The Awarded Contractor shall be required to perform administrative support duties that include:

- 3.1.1 Organize and maintain electronic and paper files of grant documents and resources;
- 3.1.2 Perform an annual physical inventory of grant-funded equipment;
- 3.1.3 Assist with data entry and coding in the grants database;
- 3.1.4 Produce reports including grant activity reports, payout reports, and other reports as needed for program coordinators;
- 3.1.5 Assist in the preparation of documents related to HSGPs, including applications, modifications, budget narratives, and special approvals (EHP, Sole Source, etc.);
- 3.1.6 Participate in the procurement planning process by notifying the Department Procurement Section of planned and approved grant purchases;
- 3.1.7 Support administrative tasks related to compliance, compiling and reviewing reimbursement packets, mailing grant reimbursement packets and grant account reconciliations;



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- 3.1.8 Compile reimbursement claims for grant-eligible expenses and ensure that claims are complete and that records are filed in a manner conducive to future financial and programmatic audits;
- 3.1.9 Prepare and submit periodic reporting to FEMA such SF-425 (Quarterly Federal Financial Report), reimbursement requests, etc.;
- 3.1.10 Create and track budget modification requests (spreadsheet data entry), transfer funds as appropriate; and
- 3.1.11 Track actual expenditures against budget.

### **3.2 Grant Compliance Support Duties**

The Awarded Contractor shall be required to perform grant compliance support duties that include:

- 3.2.1 Monitor the implementation of grant-funded projects to:
  - 3.2.1.1 Ensure compliance with program award and relevant federal, state and local requirements; and
  - 3.2.1.2 Ensure that the projects are on schedule to meet stated milestone timelines and grant deadlines.
- 3.2.2 Assist participating departments in the completion of required pre-approval forms, including:
  - 3.2.2.1 Aviation Equipment Request Form (CalOES Form AVI);
  - 3.2.2.2 Environmental and Historical Preservation Review Form (FEMA Form 0-24-0-1);
  - 3.2.2.3 Establish/Enhance Emergency Operations Center Request Form (CalOES Form EOERF);
  - 3.2.2.4 Request for Sole Source Procurement Authorization Form (CalOES Form SSRF);
  - 3.2.2.5 Watercraft Request Form (CalOES Form WRF);
  - 3.2.2.6 Allowability Request Form (FEMA Form ARL);
  - 3.2.2.7 Controlled Equipment Request Form (FEMA Form 087-0-0-1); and
  - 3.2.2.8 Others upon request.
- 3.2.3 Attend local, regional, state and federal grant meetings as a representative of the Department to obtain information regarding current training opportunities, local



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exercises, and common issues regarding local, regional, state and federal grant projects.

- 3.2.4 Assist in the preparation of management reports detailing the status of project implementation and communicating any issues of import.
- 3.2.5 Assist in preparation of monthly and quarterly City department grant meetings.

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#### 4. **SUBMITTAL INSTRUCTIONS**

4.1 **For questions regarding this RFP, submit all inquiries via email to [rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov) by 11:00 AM (PT) on August 19, 2020.** Responses to the questions will be posted on the City's website [longbeach.gov/purchasing](http://longbeach.gov/purchasing) under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

#### 4.2 **RFP Timeline (times indicated are Pacific Time)**

<b>TASK</b>	<b>DATE/TIME</b>
Deadline for submitting questions	August 19, 2020 by 11:00 AM
Answers to all questions submitted available	September 2, 2020 by 11:00 AM
Deadline for submission of proposals	September 16, 2020 by 11:00 AM
Evaluation Period	September 17, 2020 – October 1, 2020
Selection of Contractor	On or about October 2020

***NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.***

#### 4.3 **Method of Submission**

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.



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RFP cover page shall be signed in ink, scanned and included with narrative proposal in the electronic proposal submission.

Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

- 4.4 **Proposals must be received by 11:00 AM (PT) on September 16, 2020. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED.** Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL



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**MUST NOT INCLUDE COST AND PRICING INFORMATION.** The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together.**

**4.11 A responsive proposal will include the following completed documents:**

- **Narrative/Technical Proposal**
- **Cost Proposal**
- **Required City Forms** shall be one separate file and uploaded separately from the technical/narrative and cost proposals on the general attachment tab in PlanetBids:
  - Attachment A – Compliance with the Terms and Conditions of the RFP, signed with any exceptions noted
  - Attachment C – Statement of Non-Collusion, signed and dated
  - Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated
  - Attachment E – Contractor’s W-9 and completed Vendor Application Form
  - Attachment F – Secretary of State Registration. Contractors must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Contractor has already filed, it may be uploaded as a general attachment.
  - Addenda (if applicable)
- Financial Stability Documentation/Statements – See Section 9.1

**5. PROPOSAL EVALUATION AND AWARD PROCESS**

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
- 5.1.1 Demonstrated competence;
  - 5.1.2 Experience in the administration of State and federal public safety, emergency management, and/or homeland security grant awards;
  - 5.1.3 Familiarity with relevant Office of Management and Budget (OMB) circulars and federal administrative requirements;
  - 5.1.4 Ability to work cooperatively with multi-disciplinary staff and outside agencies;
  - 5.1.5 Expertise and availability of key personnel;
  - 5.1.6 Financial stability;
  - 5.1.7 Conformance with the terms of this RFP; and
  - 5.1.8 Reasonableness of cost.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Contractor to clarify any response; contact any current users of a Contractor’s services; solicit information from any available source concerning any



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aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.

- 5.4 The City reserves the right to request clarification of any proposal term from prospective Contractors.
- 5.5 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

## 6. **PROTEST PROCEDURES**

### 6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

### 6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5<sup>th</sup>) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.



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### 6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

### 6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

### 6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

## 7. **PROJECT SPECIFICATIONS**

See Section 3, SCOPE OF PROJECT, for project specifications.

## 8. **WARRANTY/MAINTENANCE AND SERVICE**

Not applicable.

## 9. **COMPANY BACKGROUND AND REFERENCES**

### 9.1 Primary Contractor Information

Contractors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).



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- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- **Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:**
  - a) Financial Statement or Annual Report;
  - b) Business tax return;
  - c) Statement of income and related earnings.

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

## 9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

If "Yes", Contractor must:

9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.



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9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.

9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.

9.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

### 9.3 References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

### 9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

## 10. **COST**

10.1 Contractors must provide detailed fixed prices for each staff person and/or level of staff (administrative and grant compliance) proposed for the project, including out-of-pocket expenses, for all costs associated with the responsibilities and related services indicated herein. Contractors should clearly specify the nature of expenses anticipated and the amount of each category for out-of-pocket expenses.



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Hourly billing rates should not include travel expenses as discussed in §10.2 of the RFP. Travel expenses will be incidental to work assigned and shall be approved by the Grants Coordinator on an as-needed basis.

- 10.2 Costs for reimbursement of travel expenses, including mileage, shall be subject to the rates published at [gsa.gov](http://gsa.gov). Reimbursement for mileage shall be limited to miles traveled to participate in local, regional, State and federal grant meetings or conducting inventory as directed by the Grants Coordinator. Mileage for commuting to City-provided offices is not reimbursable.

## 11. **BONDS**

Not applicable.

## 12. **ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part by various granting entities. Pursuant to said grants, the Awarded Contractor is required to comply with (and to incorporate into its agreements with any subcontractors) the following provisions in the performance of the Contract, as applicable.

- 12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.
- 12.2 Access to Contractor's Records – The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.
- 12.3 Americans with Disabilities Act – The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.



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- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland “Anti-Kickback” Act – The Awarded Contractor shall comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: “The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.” The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace – The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency – The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation – The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database ([www.sam.gov](http://www.sam.gov)).



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- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).
- 12.13 National Preservation Acts – The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Opportunity Employment,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.
- 12.15 Patent Rights – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department’s project management team. The awarding Federal agency shall determine how rights



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in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

12.16 Payments, Reports, Records, Retention and Enforcement – The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.

12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).

12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

### **13. TERMS, CONDITIONS AND EXCEPTIONS**

13.1 This contract will be for a period of 12 months with four annual renewal options at the discretion of the City. The contract term will not exceed 60 months.

13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.

13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.



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- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses



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incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.

- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.



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- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq., the Equal Benefits Ordinance.
- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection



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with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.

The provisions of this Section shall survive the expiration or termination of this Contract.

Contractor agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers



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employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771.”

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## **Attachment B**

# **PRO-FORMA AGREEMENT**

[ATTACHED FOR REFERENCE; TO BE COMPLETED UPON CONTRACT AWARD.]



1 this Agreement. For the purposes of this Section, a fiscal year commences on  
2 October 1 of the year and continues through September 30 of the following year. In  
3 the event that the City Council of the City fails to appropriate the necessary funds  
4 for any fiscal year, then, and in that event, the Agreement will terminate at no  
5 additional cost or obligation to the City.

6 C. Consultant may select the time and place of performance for  
7 these services; provided, however, that access to City documents, records and the  
8 like, if needed by Consultant, shall be available only during City's normal business  
9 hours and provided that milestones for performance, if any, are met.

10 D. Consultant has requested to receive regular payments. City  
11 shall pay Consultant in due course of payments following receipt from Consultant  
12 and approval by City of invoices showing the services or task performed, the time  
13 expended (if billing is hourly), and the name of the Project. Consultant shall certify  
14 on the invoices that Consultant has performed the services in full conformance with  
15 this Agreement and is entitled to receive payment. Each invoice shall be  
16 accompanied by a progress report indicating the progress to date of services  
17 performed and covered by the invoice, including a brief statement of any Project  
18 problems and potential causes of delay in performance, and listing those services  
19 that are projected for performance by Consultant during the next invoice cycle.  
20 Where billing is done and payment is made on an hourly basis, the parties  
21 acknowledge that this arrangement is either customary practice for Consultant's  
22 profession, industry or business, or is necessary to satisfy audit and legal  
23 requirements which may arise due to the fact that City is a municipality.

24 E. Consultant represents that Consultant has obtained all  
25 necessary information on conditions and circumstances that may affect its  
26 performance and has conducted site visits, if necessary.

27 F. CAUTION: Consultant shall not begin work until this  
28 Agreement has been signed by both parties and until Consultant's evidence of

1 insurance has been delivered to and approved by City.

2 2. TERM. The term of this Agreement shall commence at midnight on  
3 (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless sooner  
4 terminated as provided in this Agreement, or unless the services or the Project is  
5 completed sooner.

6 3. COORDINATION AND ORGANIZATION.

7 A. Consultant shall coordinate its performance with City's  
8 representative, if any, named in Exhibit "C", attached to this Agreement and  
9 incorporated by this reference. Consultant shall advise and inform City's  
10 representative of the work in progress on the Project in sufficient detail so as to  
11 assist City's representative in making presentations and in holding meetings on the  
12 Project. City shall furnish to Consultant information or materials, if any, described  
13 in Exhibit "D", attached to this Agreement and incorporated by this reference, and  
14 shall perform any other tasks described in the Exhibit.

15 B. The parties acknowledge that a substantial inducement to City  
16 for entering this Agreement was and is the reputation and skill of Consultant's key  
17 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
18 reference. City shall have the right to approve any person proposed by Consultant  
19 to replace that key employee.

20 4. INDEPENDENT CONTRACTOR. In performing its services,  
21 Consultant is and shall act as an independent contractor and not an employee,  
22 representative or agent of City. Consultant shall have control of Consultant's work and the  
23 manner in which it is performed. Consultant shall be free to contract for similar services to  
24 be performed for others during this Agreement; provided, however, that Consultant acts in  
25 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges  
26 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;  
27 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
28 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of

1 the usual and customary rights, benefits or privileges of City employees. Consultant  
2 expressly warrants that neither Consultant nor any of Consultant's employees or agents  
3 shall represent themselves to be employees or agents of City.

4 5. INSURANCE.

5 A. As a condition precedent to the effectiveness of this  
6 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
7 duration of this Agreement, from insurance companies that are admitted to write  
8 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
9 Company or from authorized non-admitted insurance companies subject to Section  
10 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
11 by A.M. Best Company, the following insurance:

12 i. Commercial general liability insurance (equivalent in  
13 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less  
14 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.  
15 This coverage shall include but not be limited to broad form contractual  
16 liability, cross liability, independent contractors liability, and products and  
17 completed operations liability. City, its boards and commissions, and their  
18 officials, employees and agents shall be named as additional insureds by  
19 endorsement (on City's endorsement form or on an endorsement equivalent  
20 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10  
21 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),  
22 and this insurance shall contain no special limitations on the scope of  
23 protection given to City, its boards and commissions, and their officials,  
24 employees and agents. This policy shall be endorsed to state that the insurer  
25 waives its right of subrogation against City, its boards and commissions, and  
26 their officials, employees and agents.

27 ii. Workers' Compensation insurance as required by the  
28 California Labor Code and employer's liability insurance in an amount not

1 less than \$1,000,000. This policy shall be endorsed to state that the insurer  
2 waives its right of subrogation against City, its boards and commissions, and  
3 their officials, employees and agents.

4 iii. Professional liability or errors and omissions insurance  
5 in an amount not less than \$1,000,000 per claim.

6 iv. Commercial automobile liability insurance (equivalent in  
7 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in  
8 an amount not less than \$500,000 combined single limit per accident.

9 B. Any self-insurance program, self-insured retention, or  
10 deductible must be separately approved in writing by City's Risk Manager or  
11 designee and shall protect City, its officials, employees and agents in the same  
12 manner and to the same extent as they would have been protected had the policy  
13 or policies not contained retention or deductible provisions.

14 C. Each insurance policy shall be endorsed to state that coverage  
15 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
16 written notice to City, shall be primary and not contributing to any other insurance  
17 or self-insurance maintained by City, and shall be endorsed to state that coverage  
18 maintained by City shall be excess to and shall not contribute to insurance or self-  
19 insurance maintained by Consultant. Consultant shall notify City in writing within  
20 five (5) days after any insurance has been voided by the insurer or cancelled by the  
21 insured.

22 D. If this coverage is written on a "claims made" basis, it must  
23 provide for an extended reporting period of not less than one hundred eighty (180)  
24 days, commencing on the date this Agreement expires or is terminated, unless  
25 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,  
26 continuing coverage for a period of not less than three (3) years, commencing on  
27 the date this Agreement expires or is terminated.

28 E. Consultant shall require that all subconsultants or contractors

1 that Consultant uses in the performance of these services maintain insurance in  
2 compliance with this Section unless otherwise agreed in writing by City's Risk  
3 Manager or designee.

4 F. Prior to the start of performance, Consultant shall deliver to City  
5 certificates of insurance and the endorsements for approval as to sufficiency and  
6 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the  
7 insurance, furnish to City certificates of insurance and endorsements evidencing  
8 renewal of the insurance. City reserves the right to require complete certified copies  
9 of all policies of Consultant and Consultant's subconsultants and contractors, at any  
10 time. Consultant shall make available to City's Risk Manager or designee all books,  
11 records and other information relating to this insurance, during normal business  
12 hours.

13 G. Any modification or waiver of these insurance requirements  
14 shall only be made with the approval of City's Risk Manager or designee. Not more  
15 frequently than once a year, City's Risk Manager or designee may require that  
16 Consultant, Consultant's subconsultants and contractors change the amount, scope  
17 or types of coverages required in this Section if, in his or her sole opinion, the  
18 amount, scope or types of coverages are not adequate.

19 H. The procuring or existence of insurance shall not be construed  
20 or deemed as a limitation on liability relating to Consultant's performance or as full  
21 performance of or compliance with the indemnification provisions of this Agreement.

22 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
23 contemplates the personal services of Consultant and Consultant's employees, and the  
24 parties acknowledge that a substantial inducement to City for entering this Agreement was  
25 and is the professional reputation and competence of Consultant and Consultant's  
26 employees. Consultant shall not assign its rights or delegate its duties under this  
27 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
28 of City, except that Consultant may with the prior approval of the City Manager of City,

1 assign any moneys due or to become due Consultant under this Agreement. Any  
2 attempted assignment or delegation shall be void, and any assignee or delegate shall  
3 acquire no right or interest by reason of an attempted assignment or delegation.  
4 Furthermore, Consultant shall not subcontract any portion of its performance without the  
5 prior approval of the City Manager or designee, or substitute an approved subconsultant  
6 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
7 prevent Consultant from employing as many employees as Consultant deems necessary  
8 for performance of this Agreement.

9           7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,  
10 certifies that, at the time Consultant executes this Agreement and for its duration,  
11 Consultant does not and will not perform services for any other client which would create  
12 a conflict, whether monetary or otherwise, as between the interests of City and the interests  
13 of that other client. Consultant further certifies that Consultant does not now have and shall  
14 not acquire any interest, direct or indirect, in the area covered by this Agreement or any  
15 other source of income, interest in real property or investment which would be affected in  
16 any manner or degree by the performance of Consultant's services hereunder. And,  
17 Consultant shall obtain similar certifications from Consultant's employees, subconsultants  
18 and contractors.

19           8. MATERIALS. Consultant shall furnish all labor and supervision,  
20 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
21 necessary to or used in the performance of Consultant's obligations under this Agreement,  
22 except as stated in Exhibit "D".

23           9. OWNERSHIP OF DATA. All materials, information and data  
24 prepared, developed or assembled by Consultant or furnished to Consultant in connection  
25 with this Agreement, including but not limited to documents, estimates, calculations,  
26 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
27 models, reports, summaries, drawings, designs, notes, plans, information, material and  
28 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,

1 and City shall have the unrestricted right to use and disclose the Data in any manner and  
2 for any purpose without payment of further compensation to Consultant. Copies of Data  
3 may be retained by Consultant but Consultant warrants that Data shall not be made  
4 available to any person or entity for use without the prior approval of City. This warranty  
5 shall survive termination of this Agreement for five (5) years.

6 10. TERMINATION. Either party shall have the right to terminate this  
7 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
8 prior written notice to the other party. In the event of termination under this Section, City  
9 shall pay Consultant for services satisfactorily performed and costs incurred up to the  
10 effective date of termination for which Consultant has not been previously paid. The  
11 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective  
12 date of termination, Consultant shall deliver to City all Data developed or accumulated in  
13 the performance of this Agreement, whether in draft or final form, or in process. And,  
14 Consultant acknowledges and agrees that City's obligation to make final payment is  
15 conditioned on Consultant's delivery of the Data to City.

16 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and  
17 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
18 performing its services, during the term of this Agreement and for five (5) years following  
19 expiration or termination of this Agreement. In addition, Consultant shall keep confidential  
20 all information, whether written, oral or visual, obtained by any means whatsoever in the  
21 course of performing its services for the same period of time. Consultant shall not disclose  
22 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit  
23 of others except for the purpose of this Agreement.

24 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
25 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
26 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
27 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
28 disclose does so to Consultant without restrictions on further disclosure; or (d) must be

1 disclosed pursuant to subpoena or court order.

2 13. ADDITIONAL COSTS AND REDESIGN.

3 A. Any costs incurred by City due to Consultant's failure to meet  
4 the standards required by the scope of work or Consultant's failure to perform fully  
5 the tasks described in the scope of work which, in either case, causes City to request  
6 that Consultant perform again all or part of the Scope of Work shall be at the sole  
7 cost of Consultant and City shall not pay any additional compensation to Consultant  
8 for its re-performance.

9 B. If the Project involves construction and the scope of work  
10 requires Consultant to prepare plans and specifications with an estimate of the cost  
11 of construction, then Consultant may be required to modify the plans and  
12 specifications, any construction documents relating to the plans and specifications,  
13 and Consultant's estimate, at no cost to City, when the lowest bid for construction  
14 received by City exceeds by more than ten percent (10%) Consultant's estimate.  
15 This modification shall be submitted in a timely fashion to allow City to receive new  
16 bids within four (4) months after the date on which the original plans and  
17 specifications were submitted by Consultant.

18 14. AMENDMENT. This Agreement, including all Exhibits, shall not be  
19 amended, nor any provision or breach waived, except in writing signed by the parties which  
20 expressly refers to this Agreement.

21 15. LAW. This Agreement shall be construed in accordance with the laws  
22 of the State of California, and the venue for any legal actions brought by any party with  
23 respect to this Agreement shall be the County of Los Angeles, State of California for state  
24 actions and the Central District of California for any federal actions. Consultant shall cause  
25 all work performed in connection with construction of the Project to be performed in  
26 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
27 county or municipal governments or agencies (including, without limitation, all applicable  
28 federal and state labor standards, including the prevailing wage provisions of sections 1770

1 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
2 marshal, health officer, building inspector, or other officer of every governmental agency  
3 now having or hereafter acquiring jurisdiction.

4 16. PREVAILING WAGES.

5 A. Consultant agrees that all public work (as defined in California  
6 Labor Code section 1720) performed pursuant to this Agreement (the “Public  
7 Work”), if any, shall comply with the requirements of California Labor Code sections  
8 1770 *et seq.* City makes no representation or statement that the Project, or any  
9 portion thereof, is or is not a “public work” as defined in California Labor Code  
10 section 1720.

11 B. In all bid specifications, contracts and subcontracts for any  
12 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
13 wages and the general prevailing rate for holiday and overtime work in this locality  
14 for each craft, classification or type of worker needed to perform the Public Work,  
15 and shall include such rates in the bid specifications, contract or subcontract. Such  
16 bid specifications, contract or subcontract must contain the following provision: “It  
17 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
18 wages to all workers employed by the contractor in the execution of this contract.  
19 The contractor expressly agrees to comply with the penalty provisions of California  
20 Labor Code section 1775 and the payroll record keeping requirements of California  
21 Labor Code section 1771.”

22 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
23 constitutes the entire understanding between the parties and supersedes all other  
24 agreements, oral or written, with respect to the subject matter in this Agreement.

25 18. INDEMNITY.

26 A. Consultant shall indemnify, protect and hold harmless City, its  
27 Boards, Commissions, and their officials, employees and agents (“Indemnified  
28 Parties”), from and against any and all liability, claims, demands, damage, loss,

1 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
2 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
3 in connection with (1) Consultant's breach or failure to comply with any of its  
4 obligations contained in this Agreement, including any obligations arising from the  
5 Project's compliance with or failure to comply with applicable laws, including all  
6 applicable federal and state labor requirements including, without limitation, the  
7 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful  
8 acts, errors, omissions or misrepresentations committed by Consultant, its officers,  
9 employees, agents, subcontractors, or anyone under Consultant's control, in the  
10 performance of work or services under this Agreement (collectively "Claims" or  
11 individually "Claim").

12 B. In addition to Consultant's duty to indemnify, Consultant shall  
13 have a separate and wholly independent duty to defend Indemnified Parties at  
14 Consultant's expense by legal counsel approved by City, from and against all  
15 Claims, and shall continue this defense until the Claims are resolved, whether by  
16 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
17 breach, or the like on the part of Consultant shall be required for the duty to defend  
18 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
19 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
20 in the defense.

21 C. If a court of competent jurisdiction determines that a Claim was  
22 caused by the sole negligence or willful misconduct of Indemnified Parties,  
23 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
24 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
25 percentage of willful misconduct attributed by the court to the Indemnified Parties.

26 D. The provisions of this Section shall survive the expiration or  
27 termination of this Agreement.

28 19. AMBIGUITY. In the event of any conflict or ambiguity between this

1 Agreement and any Exhibit, the provisions of this Agreement shall govern.

2 20. NONDISCRIMINATION.

3 A. In connection with performance of this Agreement and subject  
4 to applicable rules and regulations, Consultant shall not discriminate against any  
5 employee or applicant for employment because of race, religion, national origin,  
6 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
7 disability. Consultant shall ensure that applicants are employed, and that  
8 employees are treated during their employment, without regard to these bases.  
9 These actions shall include, but not be limited to, the following: employment,  
10 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
11 termination; rates of pay or other forms of compensation; and selection for training,  
12 including apprenticeship.

13 B. It is the policy of City to encourage the participation of  
14 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
15 procurement process, and Consultant agrees to use its best efforts to carry out this  
16 policy in its use of subconsultants and contractors to the fullest extent consistent  
17 with the efficient performance of this Agreement. Consultant may rely on written  
18 representations by subconsultants and contractors regarding their status.  
19 Consultant shall report to City in May and in December or, in the case of short-term  
20 agreements, prior to invoicing for final payment, the names of all subconsultants  
21 and contractors hired by Consultant for this Project and information on whether or  
22 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
23 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

24 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
25 accordance with the provisions of the Ordinance, this Agreement is subject to the  
26 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
27 Long Beach Municipal Code, as amended from time to time.

28 A. During the performance of this Agreement, the Consultant

1 certifies and represents that the Consultant will comply with the EBO. The  
2 Consultant agrees to post the following statement in conspicuous places at its place  
3 of business available to employees and applicants for employment:

4 “During the performance of a contract with the City of Long Beach, the  
5 Consultant will provide equal benefits to employees with spouses and its  
6 employees with domestic partners. Additional information about the City of  
7 Long Beach’s Equal Benefits Ordinance may be obtained from the City of  
8 Long Beach Business Services Division at 562-570-6200.”

9 B. The failure of the Consultant to comply with the EBO will be  
10 deemed to be a material breach of the Agreement by the City.

11 C. If the Consultant fails to comply with the EBO, the City may  
12 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
13 to become due under the Agreement may be retained by the City. The City may  
14 also pursue any and all other remedies at law or in equity for any breach.

15 D. Failure to comply with the EBO may be used as evidence  
16 against the Consultant in actions taken pursuant to the provisions of Long Beach  
17 Municipal Code 2.93 et seq., Contractor Responsibility.

18 E. If the City determines that the Consultant has set up or used its  
19 contracting entity for the purpose of evading the intent of the EBO, the City may  
20 terminate the Agreement on behalf of the City. Violation of this provision may be  
21 used as evidence against the Consultant in actions taken pursuant to the provisions  
22 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

23 22. NOTICES. Any notice or approval required by this Agreement shall  
24 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
25 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
26 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
27 to the City Engineer at the same address. Notice of change of address shall be given in  
28 the same manner as stated for other notices. Notice shall be deemed given on the date

1 deposited in the mail or on the date personal delivery is made, whichever occurs first.

2 23. COPYRIGHTS AND PATENT RIGHTS.

3 A. Consultant shall place the following copyright protection on all  
4 Data: © City of Long Beach, California \_\_\_\_\_, inserting the appropriate year.

5 B. City reserves the exclusive right to seek and obtain a patent or  
6 copyright registration on any Data or other result arising from Consultant's  
7 performance of this Agreement. By executing this Agreement, Consultant assigns  
8 any ownership interest Consultant may have in the Data to City.

9 C. Consultant warrants that the Data does not violate or infringe  
10 any patent, copyright, trade secret or other proprietary right of any other party.  
11 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
12 and employees harmless from any and all claims, demands, damages, loss, liability,  
13 causes of action, costs or expenses (including reasonable attorney's fees) whether  
14 or not reduced to judgment, arising from any breach or alleged breach of this  
15 warranty.

16 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
17 that Consultant has not employed or retained any entity or person to solicit or obtain this  
18 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
19 commission or other monies based on or from the award of this Agreement. If Consultant  
20 breaches this warranty, City shall have the right to terminate this Agreement immediately  
21 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
22 due under this Agreement or otherwise recover the full amount of the fee, commission or  
23 other monies.

24 25. WAIVER. The acceptance of any services or the payment of any  
25 money by City shall not operate as a waiver of any provision of this Agreement or of any  
26 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
27 Agreement shall not constitute a waiver of any other or subsequent breach of this  
28 Agreement.



OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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Name \_\_\_\_\_  
Title \_\_\_\_\_

“Consultant”

CITY OF LONG BEACH, a municipal  
corporation

\_\_\_\_\_, 20\_\_

By \_\_\_\_\_  
City Manager

“City”

This Agreement is approved as to form on \_\_\_\_\_, 20\_\_.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_  
Deputy



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment C

### Statement of Non-Collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

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Authorized Signature & Date

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Print Name & Title



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment D

### Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

*Please read Acceptance of Certification and Instructions for Certification before completing*

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

\_\_\_\_\_  
Business/Contractor/Agency

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

r20141001



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Acceptance of Certification**

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

### **Instructions for completing the form, Attachment –Debarment Certification**

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at [www.sam.gov](http://www.sam.gov) to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.***

Rev 12.11.13



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6th Floor  
Long Beach, CA 90802

## **Attachment E**

### **W-9 Request for Taxpayer Identification Number and Certification**

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]

[Vendor Application Form is for internal City use only.]





City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6th Floor  
Long Beach, CA 90802

## VENDOR APPLICATION FORM

Company Name (same as line 1 on W9):	
DBA Name (same as line 2 on W9):	
Federal Tax ID Number (or SSN):	required (this number is a fed tax ID: <input type="radio"/> SSN: <input type="radio"/> )
Web Address:	leave blank if not applicable
Purchase Order Address:	
Attn:	
City:	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	e.g. 562-555-1234
Fax:	e.g. 562-555-5678
Toll Free:	e.g. 800-555-2468
If 'remit to' address is the same as the purchase order address, put SAME in first box only	
'Remit to' Address :	
Attn:	
City:	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	e.g. 562-555-1234
Fax:	e.g. 562-555-5678
Toll Free:	e.g. 800-555-2468
Type of Ownership:	
Individual <input type="radio"/>	Partnership <input type="radio"/>
Corporation <input type="radio"/>	LLC <input type="radio"/>
Nonprofit <input type="radio"/>	Government <input type="radio"/>
Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)	
MBE <input type="radio"/>	WBE <input type="radio"/>
Local <input checked="" type="radio"/>	DBE <input type="radio"/>
Certified SBE <input type="radio"/>	Certified Micro <input type="radio"/>
State certification number:	



City of Long Beach  
 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

## Attachment F

### Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

<https://businesssearch.sos.ca.gov/>

The screenshot shows the California Secretary of State's Business Search website. The browser address bar displays 'http://kepler.sos.ca.gov/'. The page features a navigation menu with options like 'Business Programs', 'Notary & Authentications', and 'Elections'. The main content area is titled 'Business Search' and provides detailed instructions for users. It includes a search type selector with radio buttons for 'Corporation Name', 'Limited Liability Company/Limited Partnership Name', and 'Entity Number'. Below this is a search input field labeled 'Entity Name or Number' with a 'Search' button. A disclaimer at the bottom clarifies that the tool is for informational purposes and does not constitute a name availability search.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment G

**INSURANCE.** As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach and its officials, employees, and agents**.
- (c) Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 ("any auto").
- (d) Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the services provided pursuant to this Agreement.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after twenty (20) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

*Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.*



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

<sup>1</sup> *Scope of Services:* Contractor shall be responsible for the management and administration of a portion of the City's homeland security and preparedness grants, including awards under the Emergency Management Performance Grant (EMPG), State Homeland Security Program (SHSP), Port Security Grant Program (PSGP), Hazard Mitigation Grant Program (HMGP) and the Urban Area Security Initiative (UASI). The selected vendor would provide support to homeland security and preparedness grants awarded to the Police Department. The Contractor shall serve as a Grant Coordinator, providing administrative and grant compliance support services for the UASI and PSGP grant programs, and other programs where eligible funds are available, assisting in securing claims for grant eligible expenses, attending local, regional, State and federal grant meetings and executing other grant-related tasks as needed. The Contractor shall also work closely with executive teams regarding project proposals and contingency projects. The Contractor must be able to perform administrative and grant compliance support duties and have experience in responding to federal audits.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.