

**CITY OF LONG BEACH
DEPARTMENT OF PUBLIC WORKS**

REQUEST FOR PROPOSALS

**BIKE SAFETY EDUCATION &
AWARENESS COMMUNITY
OUTREACH CAMPAIGN**



Release Date: March 4, 2010

Mandatory Preproposal Conference Date: March 16, 2010

Submittal Deadline: April 2, 2010

Table of Contents

1. Introduction
2. Requirements for Services
3. Schedule of RFP Events
4. Period of Performance
5. Proposal and Statement of Qualifications
6. Costs of RFP Preparation
7. Withdrawal of Proposals and Statement of Qualifications
8. General Terms and Conditions
9. Key Personnel
10. Office Location/Travel
11. Contract Type, Overhead Rate and Fees
12. Scope of Work
13. Negotiations and Award
14. Preparation of Proposal and Statement of Qualifications
15. Required Format for Proposal and Statement of Qualifications
16. Evaluation Process and Criteria
17. Notification and Debriefing of Unsuccessful Offers
18. Additional Information

Appendix A – Scope of Work

Appendix B – Sample Pro Forma Agreement

REQUEST FOR PROPOSALS FOR Bike Safety Education & Awareness Community Outreach Campaign

The City of Long Beach, acting through its Public Works Department, desires to engage the services of a consulting firm to develop and execute a Bike Safety Education & Awareness Community Outreach Campaign strategy.

1. INTRODUCTION

This Request for Proposal (RFP) is intended to procure professional services to develop and execute a Bike Safety Education & Awareness Community Outreach Campaign strategy. The selected consultant will need to coordinate its activities with a Bike-Friendly Media Relations consultant, which is also assigned to help implement Long Beach's Bicycle Safety Education and Awareness Campaign, an LA County Metropolitan Transportation Authority-funded project. The entire campaign will be implemented over a three-year period.

It is anticipated that agreements will initially be entered into for a one-year period after **June 1, 2010**. Upon demonstration of successful service provision, the City of Long Beach will consider options for annual renewal in 2011 and 2012.

1.1 Background

The City of Long Beach is working to become the most bike-friendly city in America, a place where cycling is a safe, viable, and preferred mode of transportation. The City has made and is continuing to make bold strides to achieve this vision through the implementation of innovative enhancements to the City's bike infrastructure, the launch of a citywide Bike Safety Education and Awareness Program for children, cyclists, motorists, and law enforcement, and the update of the City's Bike Master Plan. These efforts and others have been advanced and supported by a bike-friendly City Council.

The City is interested in educating and raising awareness among motorists and cyclists about safe cycling practices and how to share the road. The targeted education and awareness elements of this campaign will influence positive changes in the behavior of both cyclists and motorists, resulting in reduced cyclist/motorist conflicts, and a community environment that is safe for cycling.

1.2 Project Description

This project will focus on developing and executing a Bike Safety Education & Awareness Community Outreach Campaign strategy, which will educate and raise awareness among both cyclists and motorists about safe cycling practices and how to share the road. For a full description of services required, please refer to the Scope of Work for this RFP (Attachment A).

2. REQUIREMENTS FOR SERVICES

Each submitting firm and firm team must have the capability to provide the full range of required services as detailed in the Scope of Work for this RFP.

A detailed outline of the Scope of Work for this contract is included in Appendix A of the RFP. In summary, the selected consultant will provide campaign services that include design, development, coordination and/or production of the following (please refer to the Scope of Work for specifics):

- Bike safety awareness banners;
- Bike safety public service announcements and videos;
- Bike safety bus and transit shelter advertisements;
- Print and web bike safety guide;
- Bike safety pocket-guides, postcards, tri-fold brochures, and bumper stickers;
- Pre/post surveys & assessment of campaign's overall effectiveness.

3. SCHEDULE OF RFP EVENTS

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this RFP at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals. It is the goal of the City to select the Consultant after **June 1, 2010**. In preparation for that action, the following schedule of events has been prepared:

- Mandatory pre-proposal conference: **March 16, 2010 at 11:00 a.m.**,
- Deadline for submission of written questions to the City: **March 23, 2010 at 4:00 p.m.**,
- Proposals and Statement of Qualifications are due no later than **April 2, 2010 at 4:00 p.m.**,
- Notification of the top ranked proposals for oral interview: **Week April 19, 2010**,
- Top ranked proposers participate in oral interviews: **Week of April 26, 2010**.

The **mandatory pre-proposal conference** will be held on **March 16, 2010 from 11 a.m. to 12 p.m.** in the **10th floor conference room of City Hall**. City Hall is located at 333 West Ocean Boulevard, Long Beach, CA.

All requests for clarifications, changes, exceptions or deviations to the Scope of Work or terms and conditions set forth in this RFP must be submitted to:

Courtney Aguirre
Department of Public Works, City of Long Beach
Engineering Bureau, 9th Floor City Hall
333 W. Ocean Blvd
Long Beach, CA 90802

Office Telephone: (562) 570-6667
Email: courtney.aguirre@longbeach.gov

All requests for clarifications, changes, exceptions or deviations to the Scope of Work or terms and conditions set forth in this RFP must be received by Tuesday, March 23, 2010 at 4 p.m. The City of Long Beach will respond to all written questions by issuing a written addendum, which will be sent to all proposers who signed in at the pre-proposal conference or who register a request for such an addendum.

4. PERIOD OF PERFORMANCE

Performance under a contract awarded pursuant to this RFP is intended to commence after **June 1, 2010**. A Notice to Proceed will be issued to the successful proposer, subject to successful conclusion of the contract negotiations. The City reserves the right to modify the composition of and the scope of services of this project.

The services for the Bike Safety Education & Awareness Community Outreach Campaign are subject to performance and termination sections described in the Sample Pro-Forma Contract in Appendix B.

5. PROPOSAL AND STATEMENTS OF QUALIFICATIONS

Four copies of the Proposal, including one copy containing an original signature using blue ink, must be submitted no later than 4:00 p.m. April 2, 2010. Proposals received after the deadline will be deemed non-responsive and will not be reviewed. Proposals will be accepted by hand-delivery, US Postal Service mail, or mail courier services only. Proposals will not be accepted via email or fax.

All proposals should be clearly marked with the submittal address as follows:

Department of Public Works, City of Long Beach
Engineering Bureau, 9th Floor City Hall
333 W. Ocean Blvd.
Long Beach, CA 90802
C/O Courtney Aguirre, Transportation Programs Planner

RE: PROPOSAL for RFP

Bike Safety Education & Awareness
Community Outreach Campaign

6. COST OF RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any Proposer or by any selected consultant. Each Proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

- Preparing Proposals and Statement of Qualifications and related information in response to this RFP.
- Negotiations with the City on any matter related to this procurement.
- Costs associated with interviews, meetings, travel or presentations.
- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

7. WITHDRAWAL OF PROPOSALS AND STATEMENT OF QUALIFICATIONS

Proposals and Statement of Qualifications may be withdrawn by written notice received by the City at any time prior to the submittal deadline.

8. GENERAL TERMS AND CONDITIONS

Appendix B contains a copy of the anticipated pro-forma contract (Agreement).

Each prospective consultant is expected to review the general terms and conditions and acknowledge their acceptance of Appendix B in the Proposal cover letter (or their objections to specific parts of Appendix B) as a mechanism to expedite the contract negotiation process. The City reserves the right to further clarify the terms and conditions. The intent of the City is to enter into an agreement with the selected consultant after June 1, 2010. In the event of a delay in reaching a contract agreement,

the offer of key personnel identified in the RFP shall be valid for 120 days after the submittal of the Proposal and Statement of Qualifications.

9. KEY PERSONNEL

It is imperative that the key personnel providing the services have the background, experience, and qualifications to prepare a complete package for the successful development of the Bike Safety Education & Awareness Community Outreach Campaign. The City reserves the right to approve all key personnel individually for work on this contract. The consultant must identify all proposed key personnel. The Proposal and Statement of Qualifications shall include a table for key personnel (i.e. direct report to the Project Manager) showing their availability to work on the Bike Safety Education & Awareness Community Outreach Campaign and commitment to other projects.

All key staff shall be named in the contract. After the contract is signed, the proposer may not replace key staff without written agreement by the City. The City must approve replacement staff before a substitute person is assigned to the Bike Safety Education & Awareness Community Outreach Campaign. The City reserves the right to request that the proposer replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project. Replacement staff would be subject to City approval prior to assignment project team.

10. OFFICE LOCATION/TRAVEL

There is no intention for consultant personnel to be housed at the City's offices. The City does not intend to reimburse the consultant for personnel relocation under this contract. Specialty staff identified in the proposals that are needed for specific assignments on this contract may, with City approval in advance, be eligible for reimbursement for all normal costs associated with travel outside their home office.

11. CONTRACT TYPE, OVERHEAD RATE AND FEE

The Proposed Fee for this contract will be based on a firm fixed hourly rate subject to an overall not-to-exceed contract cap. The rates will be fixed for the duration of the AGREEMENT.

12. SCOPE OF WORK

See Appendix A.

13. NEGOTIATIONS AND AWARD

Proposals will be evaluated by a panel comprised of City staff from relevant departments and/or bureaus. The City will negotiate with the person or entity whose Proposal and Statement of Qualifications best meet the needs of the City. These negotiations will address a fair and reasonable price for services to be provided and the terms of any agreement to be awarded as a result of this RFP. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms of an agreement, then the City will end negotiations with that person/entity and will begin negotiations with the next person or entity who best meets the needs of the City, and so on until the City and one of the proposers reaches agreement.

14. PREPARATION OF STATEMENT OF QUALIFICATIONS

The Statement of Qualifications shall be signed and sealed by a duly authorized official of the prime consulting firm or firms. The Proposal and Statement of Qualifications shall contain an acknowledgment of receipt of all amendments and/or addenda to the RFP.

15. REQUIRED FORMAT FOR STATEMENT OF QUALIFICATIONS

The City requires a specific format for the Proposal and Statement of Qualifications. The Proposal and Statement of Qualifications, not including the Appendices, shall not exceed 20 pages in length, utilizing 8.5" x 11" pages with one-inch margins. Font size shall be not smaller than 12 point for text and a minimum of 8 point for graphics. Dividers used to separate sections will not be counted and the creative use of dividers to portray team qualifications, etc., or to add information beyond the 20-page limit is highly discouraged.

15.1 Cover Letter

The cover letter shall be limited to two (2) pages maximum and will not be counted as part of the total page count for the submittal. The cover letter shall include a summary of the Proposal and Statement of Qualifications, including a brief description of the proposed team firm(s), and other key staff. It shall make a commitment to accept the terms and conditions in the RFP and Pro Forma agreement, including acknowledgment of receipt of all amendments and/or addenda to the RFP. If there are any exceptions, they shall be noted in the cover letter. **Any requested exceptions shall include alternative language where applicable.** Exceptions noted will be reviewed by the City Attorney's office early in the selection process. Should the requested exceptions and agreement language changes be determined unacceptable by the City Attorney's office, the proposal will not be further considered by the selection committee. Therefore, it is incumbent upon the proposer to only request those exceptions and agreement language changes that the proposer must legally have in order to enter into an

agreement with the City. The letter shall also identify a single person for possible contact during the RFQ review process.

15.2 Project Understanding and Approach

This section should demonstrate an understanding of the scope of services. It should describe the Bike Safety Education & Awareness Community Outreach Campaign strategy, organization, and staffing. All sub-consultants and their roles should be identified. The Consultant shall include a matrix/summary identifying key personnel responsible for accomplishing all phases of the agreement. The Consultant shall include a results matrix/summary that outlines the results, both outputs and outcomes, of the proposed media relations strategy. The Consultant shall also include a proposed project schedule.

15.3 Qualifications of Staff

This section shall identify the qualifications and related experience of key and significant staff (i.e. direct reports and any others performing important tasks) assigned to the agreement.

This section shall also include cameo resumes of all staff identified above. The cameos shall include a summary of relevant management and work experience, years of relevant experience, the current and proposed location of the person, a statement of availability, and identification of the firm by which this person is employed. Two references shall be provided for each key staff member. This section shall also include a table of each key person showing their availability for the duration of this agreement as well as any commitment to other projects.

15.4 Experience of Firms

Relevant experience of the firms included in this RFP shall be identified. Include project descriptions, status of the projects, and dollar values of services provided. Cite experience providing media relations services and any bike-related experience. Clearly identify the role of key staff identified herein, and identify current client references. The focus should be on experience, analysis and documentation for similar engagements. Only recent projects, preferably projects completed in the past five years, should be included in this section. Do not include projects by the firm unless the key staff proposed had a significant role in the project.

The firm shall demonstrate its financial stability and capability to provide the services to meet the expectations of the City as described above for the duration of the Agreement. The firm should demonstrate financial stability and capability in the following manner:

- Corporate history

- Years in existence
- Size of corporation
- Other documentation as deemed relevant

15.5 Cost Proposal

The firm shall provide a complete statement of expenditures for each phase of the work described in this RFP. The budget should include, but not be limited to, a task budget and a line item budget broken down by major milestones, with billing rates and major expense items.

The task budget should present a breakdown of expenses by task showing both key personnel and job classification to ensure full understanding of the resources committed to this work. It should indicate which personnel will be involved in each task and the estimated time devoted by job classification and key personnel.

15.6 Appendices

Samples of work shall be included in this section. The Consultant shall include samples such as, but not limited to, the following:

- Previous campaign designs and concepts;
- Designed banners;
- Public service announcements and videos (on CD/DVD);
- Designed bus and transit shelter advertisements;
- Designed pocket-guides, postcards, tri-fold brochures, etc.

Full resumes of proposed staff shall also be included in this section. There is no page limit in this section.

16. EVALUATION PROCESS AND CRITERIA

A selection panel will evaluate the Proposal and Statement of Qualifications. Each member of the selection panel will evaluate qualifications using a 100-point scale and the evaluation criteria listed below to calculate a “proposal score” for each Consultant. Each member will then rank the consultants by their respective “proposal score” for each firm.

WRITTEN PROPOSAL EVALUATION CRITERIA:

- | | |
|--|-----------|
| 1. Qualifications, appropriateness, completeness, and experience of the firm in providing the required consulting services as described in the Scope of Work. | 20 Points |
| 2. Project Management qualifications and acumen including methodology and response approach to client's project requests; cost, quality and schedule controls; and written communication skills. | 20 Points |
| 3. Measurability, creativity, and clarity of proposal. | 20 Points |
| 4. Local City of Long Beach knowledge and understanding of City's bike program, issues, and approach. | 10 Points |
| 5. Team organization and the qualifications and experience of Key Personnel in providing the required services. | 10 Points |
| 6. Quality of work samples. | 10 Points |
| 7. References and performance records on similar projects and/or undertakings. | 10 Points |

TOTAL POSSIBLE SCORE	100 Points
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Each member will then rank the consultants by their respective "proposal score." The selection panel will convene to discuss and evaluate scoring, and to select a short list of the top-ranked consultant teams based upon the rankings (not scores) of the most qualified firms.

Short-listed firms will be invited to respond to questions about their qualifications at an oral interview. Presenters will be expected to participate in the interview to a degree commensurate with their role in the firm's proposal. Notification to the short-listed firms will include a time limit for their presentation after which the selection panel will evaluate each presentation using a 100-point scale and the following evaluation criteria to calculate an "oral-interview score" for each short-listed firm.

ORAL PRESENTATION EVALUATION CRITERIA:

- | | |
|---|-----------|
| 1. Overall qualifications of proposed team and experience in the required areas. | 30 Points |
| 2. Demonstrated prior experience with projects requiring similar varied knowledge and experience. | 25 Points |
| 3. Community outreach acumen, including ability to effectively work together with team members, proposed subconsultants, and with clients and stakeholders. | 20 Points |

- | | |
|--|-----------|
| 4. Oral communication / interpersonal skills including responses to Interview questions. | 15 Points |
| 5. Depth and availability of required resources. | 10 Points |

TOTAL POSSIBLE SCORE	100 Points
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After the oral interviews are complete, each selection panel member will rank the consultants by their respective “oral-interview score” (scores and rankings from the written evaluations are not considered). The selection panel will determine the highest qualified firm based on the rankings (not scores) of the oral interviews.

Upon selection of the successful firm and prior to the start of the agreement negotiations, the Consultant is required to submit to the City with the initial cost proposal, the required insurance certificates for the Consultant and any subconsultants.

17. NOTIFICATION AND DEBRIEFING OF UNSUCCESSFUL OFFERERS

The City Engineer or designee shall notify all of the consultant teams of the selection panel's recommendation once a firm is selected. Consultants desiring a debriefing will be allowed to make an appointment with the Transportation Programs Officer. Debriefings will not be scheduled until the City has acted on the recommendation of the selection panel.

18. ADDITIONAL INFORMATION

18.1 Policy on Disadvantaged, Minority-Owned, and Women-Owned Business Enterprises

It is the policy of the City of Long Beach to encourage the use of Disadvantaged-, Minority- or Women-Owned Business Enterprises in all aspects of contracting relating to construction, materials and services, professional services, land development related activities, leases and concessions whenever possible.

18.2 Equal Employment Opportunity

The City of Long Beach is an equal opportunity employer and requires all consultants to comply with policies and regulations concerning equal employment opportunity.

18.3 Conflict of Interest

The consultant may be required to complete conflict of interest forms. Additionally, if selected to provide the required services, the consultant's firms or

its subsidiaries may not be allowed to propose or bid on other aspects of the projects.

18.4 Use Tax

The consultant shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its agreements. The use tax, which is self-accrued, will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

18.5 Insurance

Should an agreement be awarded to your firm, you must comply with the insurance specifications in the City's Standard Agreement:

- a) Insurance coverage must be provided by a company that is admitted to write in California and has a rating of A:VIII by A.M. Best & Company.
- b) An endorsement naming the City of Long Beach as additional insured on the general liability policy. Coverage equal to \$1,000,000 combined single limit for each occurrence and \$2,000,000 aggregate is required.
- c) A minimum of \$1,000,000 aggregate combined single limit in professional liability insurance.
- d) Workers' compensation insurance as required by the Labor Code of the State of California.
- e) Automobile liability insurance not less than \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

Appendix A

Scope of Work

BIKE SAFETY EDUCATION & AWARENESS
COMMUNITY OUTREACH CAMPAIGN

Scope of Work

Bike Safety Education & Awareness Community Outreach Campaign

In response to this RFP, Consultants shall propose a measurable Bike Safety Education & Awareness Community Outreach Campaign strategy they will execute. Results matrix/matrices and a project schedule should accompany the strategy. The consultant's primary responsibilities are detailed below.

Task 1: Developing an overarching Bike Safety Education & Awareness Campaign design concept.

1.1 Defining the campaign.

1.2 Selecting a specific color palette, preferred fonts and associated images, and other elements as needed.

1.3 Creating a logo with an accompanying tagline that can be used on all materials associated with the campaign.

* Consultant will provide the City with a minimum of three (3) distinct design examples and will show how they can be applied to the campaign. Consultant will work to make refinements to the overarching design and logo to the satisfaction of the City of Long Beach.

Task 2: Designing and producing all elements (as described below) that are a part of Long Beach's citywide Bike Safety Education & Awareness Campaign, including:

2.1 Designing & arranging for the strategic placement of bike safety awareness banners throughout Long Beach. A total of twelve (12) distinct designs will be created. * DO NOT BID ON THE COST OF PRODUCTION, ONLY THE DESIGN.

2.2 Producing two (2) short videos no longer than 5 minutes in duration and five (5) public service announcements no longer than 60 seconds in duration on bike safety and awareness. Consultant will also be responsible for coordinating their effective distribution via local media outlets (e.g. LB TV8, library public access channel, CSULB channel, school district channel, Verizon/Charter Communications, etc.) and websites (e.g. City's website – www.longbeach.gov, bikelongbeach.org, LB Transit website, Bikestation Long Beach, LB Cyclists, CSULB Cyclists, school websites, bike shop websites, neighborhood association websites, appropriate Facebook pages, etc.).

2.3 Designing and arranging for the strategic placement of four (4) bike safety advertisement designs on buses as well as on transit shelters. * COSTS OF THE AD PLACEMENT WILL BE BORNE BY THE CITY OF LONG BEACH.

2.4 Design one print and web guide based on standardized bike safety curriculum for cyclists and motorists. The web guide will be available in formats acceptable for placement on the City of Long Beach's website (www.longbeach.gov) and the BikeLongBeach website (www.bikelongbeach.org). The City will provide the base content for the print and web guide.

2.5 Designing materials on bike safety and awareness aimed at specific community audiences. At minimum, the consultant will design three (3) tri-fold brochures, four (4) two-sided postcards, two (2) pocket-guides, and one (1) bumper sticker. These materials will be developed from base content provided by the City. * COSTS OF PRINTING WILL BE BORNE BY THE CITY.

2.6 Designing new banners as well as print, video, and internet-based bike safety education and awareness materials and media as identified throughout Task 2.

* All campaign materials will be culturally sensitive to Long Beach's diverse populations and may require translated versions for community members who speak Spanish. Campaign collateral materials will also be made available, as needed, to persons with disabilities.

** Consultant will provide the City of Long Beach with proofs of all of the aforementioned materials prior to print and/or distribution. Unless otherwise agreed upon, the consultant will provide the City with a two-week period for review. The consultant will then incorporate the City's feedback into the final materials.

Task 3: Preparing Long Beach's Bike Safety Education and Awareness Program's final report and measuring the campaign's effectiveness, including:

3.1 Creating and conducting pre/post surveys (telephone, paper & internet-based) with previously targeted community populations to measure change in bike safety education knowledge, bike safety awareness, and sharing the road methods. These pre/post surveys will be designed for motorists and cyclists, and may require translation in both English and Spanish. Within the consultant's proposal, they will propose strategies for effectively conducting these surveys.

3.2 Analyzing pre/post survey data and incorporating findings into the Program's final report.

3.3 Preparing a final report summarizing the entire Bike Safety Education and Awareness Program and its effectiveness. Also prepare a corresponding PowerPoint presentation. The final report should be suitable for reproduction on the website.

* Consultant will provide the City of Long Beach with a copy of the final report to review over a period of two weeks (minimum). Consultant will then incorporate the City's feedback into the final report.

Appendix B

Sample Pro Forma Agreement

BIKE SAFETY EDUCATION & AWARENESS
COMMUNITY OUTREACH CAMPAIGN

AGREEMENT

THIS AGREEMENT is made and entered, in duplicate, as of _____, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on _____, 20__, by and between (NAME OF CONSULTANT), a (STATE) corporation/limited liability company etc ("Consultant"), with a place of business at (ADDRESS), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with (SCOPE OF WORK ETC.) ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed _____ Dollars (\$_____), at the rates or charges shown in Exhibit "B".

B. Consultant may select the time and place of performance for these services; provided, however, that access to City documents, records and the like, if needed by Consultant, shall be available only during City's normal business

hours and provided that milestones for performance, if any, are met.

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

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

E. CAUTION: Consultant shall not begin work until this Agreement has been signed by both parties and until Consultant's evidence of insurance has been delivered to and approved by City.

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

3. COORDINATION AND ORGANIZATION.

A. Consultant shall coordinate its performance with City's representative, if any, named in Exhibit "C", attached to this Agreement and

1 incorporated by this reference. Consultant shall advise and inform City's
2 representative of the work in progress on the Project in sufficient detail so as to
3 assist City's representative in making presentations and in holding meetings on
4 the Project. City shall furnish to Consultant information or materials, if any,
5 described in Exhibit "D", attached to this Agreement and incorporated by this
6 reference, and shall perform any other tasks described in the Exhibit.

7 B. The parties acknowledge that a substantial inducement to City
8 for entering this Agreement was and is the reputation and skill of Consultant's key
9 employee, _____. City shall have the right to approve any person
10 proposed by Consultant to replace that key employee.

11 4. INDEPENDENT CONTRACTOR. In performing its services,
12 Consultant is and shall act as an independent contractor and not an employee,
13 representative or agent of City. Consultant shall have control of Consultant's work and
14 the manner in which it is performed. Consultant shall be free to contract for similar
15 services to be performed for others during this Agreement; provided, however, that
16 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
17 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
18 Consultant's compensation; (b) City will not secure workers' compensation or pay
19 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
20 and Consultant is not entitled to any of the usual and customary rights, benefits or
21 privileges of City employees. Consultant expressly warrants that neither Consultant nor
22 any of Consultant's employees or agents shall represent themselves to be employees or
23 agents of City.

24 5. INSURANCE.

25 A. As a condition precedent to the effectiveness of this
26 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
27 duration of this Agreement, from insurance companies that are admitted to write
28 insurance in California and have ratings of or equivalent to A:V by A.M. Best

Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:

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

(b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

(c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

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

B. Any self-insurance program, self-insured retention, or

deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, 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 or deductible provisions.

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

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

E. Consultant shall require that all subconsultants or contractors that Consultant uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F. Prior to the start of performance, Consultant shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Consultant and Consultant's subconsultants and

1 contractors, at any time. Consultant shall make available to City's Risk Manager
2 or designee all books, records and other information relating to this insurance,
3 during normal business hours.

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

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

14 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
15 contemplates the personal services of Consultant and Consultant's employees, and the
16 parties acknowledge that a substantial inducement to City for entering this Agreement
17 was and is the professional reputation and competence of Consultant and Consultant's
18 employees. Consultant shall not assign its rights or delegate its duties under this
19 Agreement, or any interest in this Agreement, or any portion of it, without the prior
20 approval of City, except that Consultant may with the prior approval of the City Manager
21 of City, assign any moneys due or to become due Consultant under this Agreement. Any
22 attempted assignment or delegation shall be void, and any assignee or delegate shall
23 acquire no right or interest by reason of an attempted assignment or delegation.
24 Furthermore, Consultant shall not subcontract any portion of its performance without the
25 prior approval of the City Manager or designee, or substitute an approved subconsultant
26 or contractor without approval prior to the substitution. Nothing stated in this Section
27 shall prevent Consultant from employing as many employees as Consultant deems
28 necessary for performance of this Agreement.

1 7. CONFLICT OF INTEREST. Consultant, by executing this
2 Agreement, certifies that, at the time Consultant executes this Agreement and for its
3 duration, Consultant does not and will not perform services for any other client which
4 would create a conflict, whether monetary or otherwise, as between the interests of City
5 and the interests of that other client. And, Consultant shall obtain similar certifications
6 from Consultant's employees, subconsultants and contractors.

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

11 9. OWNERSHIP OF DATA. All materials, information and data
12 prepared, developed or assembled by Consultant or furnished to Consultant in
13 connection with this Agreement, including but not limited to documents, estimates,
14 calculations, studies, maps, graphs, charts, computer disks, computer source
15 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
16 information, material and memorandum ("Data") shall be the exclusive property of City.
17 Data shall be given to City, and City shall have the unrestricted right to use and disclose
18 the Data in any manner and for any purpose without payment of further compensation to
19 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
20 Data shall not be made available to any person or entity for use without the prior approval
21 of City. This warranty shall survive termination of this Agreement for five (5) years.

22 10. TERMINATION. Either party shall have the right to terminate this
23 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
24 prior notice to the other party. In the event of termination under this Section, City shall
25 pay Consultant for services satisfactorily performed and costs incurred up to the effective
26 date of termination for which Consultant has not been previously paid. The procedures
27 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
28 termination, Consultant shall deliver to City all Data developed or accumulated in the

1 performance of this Agreement, whether in draft or final form, or in process. And,
2 Consultant acknowledges and agrees that City's obligation to make final payment is
3 conditioned on Consultant's delivery of the Data to City.

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

13 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
14 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
15 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
16 without breach of this Agreement by Consultant; or (c) a third party who has a right to
17 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
18 disclosed pursuant to subpoena or court order.

19 13. ADDITIONAL COSTS AND REDESIGN.

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

26 B. If the Project involves construction and the scope of work
27 requires Consultant to prepare plans and specifications with an estimate of the
28 cost of construction, then Consultant may be required to modify the plans and

specifications, any construction documents relating to the plans and specifications, and Consultant's estimate, at no cost to City, when the lowest bid for construction received by City exceeds by more than ten percent (10%) Consultant's estimate. This modification shall be submitted in a timely fashion to allow City to receive new bids within four (4) months after the date on which the original plans and specifications were submitted by Consultant.

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

15. LAW. This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and regulations of and obtain all permits, licenses and certificates required by all federal, state and local governmental authorities.

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

17. INDEMNITY. Consultant shall, with respect to services performed in connection with this Agreement, indemnify and hold harmless City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, allegations, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim") arising, directly or indirectly, in whole or in part, out of any negligent act or omission of Consultant, its officers, employees, agents, sub-consultants or anyone under Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor, misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of Indemnitor relating in any way to workers' compensation. Independent of the duty to

1 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend
2 City and shall continue this defense until the Claim is resolved, whether by settlement,
3 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on
4 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
5 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any
6 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at
7 Consultant's sole expense, as may be reasonably requested, in the defense.

8 18. AMBIGUITY. In the event of any conflict or ambiguity between this
9 Agreement and any Exhibit, the provisions of this Agreement shall govern.

10 19. COSTS. If there is any legal proceeding between the parties to
11 enforce or interpret this Agreement or to protect or establish any rights or remedies under
12 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

13 20. NONDISCRIMINATION.

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

24 B. It is the policy of City to encourage the participation of
25 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
26 procurement process, and Consultant agrees to use its best efforts to carry out
27 this policy in its use of subconsultants and contractors to the fullest extent
28 consistent with the efficient performance of this Agreement. Consultant may rely

on written representations by subconsultants and contractors regarding their status. City's policy is attached as Exhibit "E" to this Agreement. Consultant shall report to City in May and in December or, in the case of short-term agreements, prior to invoicing for final payment, the names of all subconsultants and contractors hired by Consultant for this Project and information on whether or not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

A. During the performance of this Contract, the Consultant certifies and represents that the Consultant will comply with the EBO. The Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Long Beach, the Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Long Beach's Equal Benefits Ordinance may be obtained from the City of Long Beach Business Services Division at 562-570-6200."

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

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

D. Failure to comply with the EBO may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach

1 Municipal Code 2.93 et seq., Contractor Responsibility.

2 E. If the City determines that the Consultant has set up or used
3 its contracting entity for the purpose of evading the intent of the EBO, the City may
4 terminate the Contract on behalf of the City. Violation of this provision may be
5 used as evidence against the Consultant in actions taken pursuant to the
6 provisions of Long Beach Municipal Code section 2.93 et seq., Contractor
7 Responsibility.

8 22. NOTICES. Any notice or approval required by this Agreement shall
9 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
10 postage prepaid, addressed to Consultant at the address first stated above, and to City at
11 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
12 copy to the City Engineer at the same address. Notice of change of address shall be
13 given in the same manner as stated for other notices. Notice shall be deemed given on
14 the date deposited in the mail or on the date personal delivery is made, whichever occurs
15 first.

16 23. COPYRIGHTS AND PATENT RIGHTS.

17 A. Consultant shall place the following copyright protection on all
18 Data: © City of Long Beach, California ____, inserting the appropriate year.

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

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

1 this warranty.

2 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
3 that Consultant has not employed or retained any entity or person to solicit or obtain this
4 Agreement and that Consultant has not paid or agreed to pay any entity or person any
5 fee, commission or other monies based on or from the award of this Agreement. If
6 Consultant breaches this warranty, City shall have the right to terminate this Agreement
7 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
8 from payments due under this Agreement or otherwise recover the full amount of the fee,
9 commission or other monies.

10 25. WAIVER. The acceptance of any services or the payment of any
11 money by City shall not operate as a waiver of any provision of this Agreement or of any
12 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
13 Agreement shall not constitute a waiver of any other or subsequent breach of this
14 Agreement.

15 26. CONTINUATION. Termination or expiration of this Agreement shall
16 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
17 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

18 27. TAX REPORTING. As required by federal and state law, City is
19 obligated to and will report the payment of compensation to Consultant on Form 1099-
20 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
21 resulting from payments under this Agreement. Consultant's Employer Identification
22 Number is _____. If Consultant has a Social Security Number rather than an
23 Employer Identification Number, then Consultant shall submit that Social Security
24 Number in writing to City's Accounts Payable, Department of Financial Management.
25 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
26 Consultant provides one of these numbers.

27 28. ADVERTISING. Consultant shall not use the name of City, its
28 officials or employees in any advertising or solicitation for business or as a reference,

without the prior approval of the City Manager or designee.

29. AUDIT. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Consultant relating to this Agreement.

30. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

(NAME OF CONSULTANT)

_____, 20__

By _____
President

Type or Print Name

_____, 20__

By _____
Secretary

Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

_____, 20__

By _____
City Manager

"City"

This Agreement is approved as to form on _____, 20__.

ROBERT E. SHANNON, City Attorney

By _____
Deputy