



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

City of Long Beach
Request For Proposal Number PW 10-070
For
UST Information Manager

Release Date: August 31, 2010
Due Date: September 28, 2010

For additional information, please contact:
Erik Sund, Purchasing Agent, 562-570-6663
This RFP is available in an alternative format by calling 562-570-6200

See Page 7, for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Federal Tax ID No. _____

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

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

Signed _____

Print Name & Title _____



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Long Beach CA 90802

TABLE OF CONTENTS

1.	OVERVIEW OF PROJECT	3
2.	ACRONYMS/DEFINITIONS.....	3
3.	SCOPE OF PROJECT	4
4.	SUBMITTAL INSTRUCTIONS.....	7
5.	PROPOSAL EVALUATION AND AWARD PROCESS	9
6.	PROJECT SPECIFICATIONS	10
7.	WARRANTY/MAINTENANCE AND SERVICE.....	10
8.	COMPANY BACKGROUND AND REFERENCES.....	10
9.	COST	11
10.	ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE	12
11.	TERMS, CONDITIONS AND EXCEPTIONS	12
	ATTACHMENT A – CERT. OF COMPLIANCE W/ TERMS AND CONDITIONS OF RFP	
	ATTACHMENT B – PRO-FORMA AGREEMENT	
	ATTACHMENT C – STATEMENT OF NON-COLLUSION	
	ATTACHMENT D – EBO DISCLOSURE FORM	
	ATTACHMENT E – RFP SUBMITTAL CHECKLIST	
	ATTACHMENT F - UST SITE LOCATION LIST AND MONITORING SYSTEM MODEL NO.	



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. 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.

1. OVERVIEW OF PROJECT

The City of Long Beach, Fleet Services Bureau is currently requesting proposals from experienced professionals to conduct Underground Storage Tank (UST) consulting and information management for the City's UST fuel sites. Currently, there are a total of 15 sites. Qualified personnel will be required to comply with Federal and State UST Regulations, Title 23 of the California Code of Regulations, California Fire Code, and the City of Long Beach UST Compliance Program.

2. ACRONYMS/DEFINITIONS

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

<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the City of Long Beach, California for the services identified in this RFP.
<i>Division</i>	Department of Public Works, Fleet Services Bureau
<i>Evaluation Committee</i>	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, score the proposals, and select a vendor.
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>RFP</i>	Request for Proposal.
<i>Shall/Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the City may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>City</i>	The City of Long Beach and any department or agency identified herein.
<i>Subcontractor</i>	Third party not directly employed by the vendor who will provide services identified in this RFP.



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Vendor Organization/individual submitting a proposal in response to this RFP.
UST Underground Storage Tank

SCAQMD South Coast Air Quality Management District

CUPA Certified Unified Program Agency

3. SCOPE OF PROJECT

The City of Long Beach is seeking proposals that clearly and concisely describe the technical and management approach to be used to provide the City with UST consulting and information management services that will help ensure that the City stays in full compliance with all regulations at all times in a cost effective manner. The City desires expert technical and practical knowledge which generally consists of, but is not limited to: continuous monitoring of the UST alarm program; computerized facility-based data management system; scheduling of UST compliance testing and system certification; overseeing the UST electronic document archiving program; supporting the UST Task Force at monthly meetings; reviewing UST reports and miscellaneous documentation; and installation of real time UST alarm monitoring notification system.

3.1 Information Manager Services Description

The City and designated parties require access to all information addressed on Sections 3.1.1 through 3.1.3 through a computerized web based management system.

The expected minimum types of services include, but are not limited to, the following.

3.1.1 Remote UST Alarm and Volume Monitoring:

- All UST sites shall be remotely monitored.
- Provide continuous online monitoring of UST sites using an automated remote alarm-monitoring program.
- Respond to all UST alarm conditions by immediately notifying the Fleet Supervisor (by telephone and email) in charge of UST Operations of alarm condition and corrective action if needed.
- Document all alarms electronically.
- Document all corrective actions provided by the City electronically.
- Respond in writing to the City within 24 hours for any system problems or issues for which the City has notified the Information Manager.
- Provide centralized fuel inventory management system.
- Provide leak detection and diagnostic information.

The City seeks a provider that can maintain the existing polling system capabilities and provide a real time system. The City will choose one of the systems.



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

- 3.1.1.1 Maintain the current type of UST alarm monitoring notifications using a polling system. (The Information Manager's system polls the fuel site monitoring system at schedule times and then reports any alarms.)
- 3.1.1.2 Provide a real time UST alarm monitoring notification system that is capable of utilizing the existing Veeder-Root TLS 300 and 350 series consoles whereby the console initiates an alarm notification instead of being polled. (See Attachment E for details of existing consoles.) Modifying or upgrading the consoles is expected to enable real time monitoring.
- 3.1.2 Provide computerized facility-based data management that includes:
 - Early warning of time-sensitive compliance obligations (i.e., EVR upgrade).
 - Notification of repair and upgrade activities that can trigger compliance requirements.
 - Documentation of key environmental compliance information.
- 3.1.3 Compliance Testing and Certification Scheduling System / Electronic Document Archive.
 - 3.1.3.1 Oversee and generate testing and certification due dates and e-mail notifications to UST Information Manager and Fleet Supervisor in charge of UST Operations.
 - 3.1.3.2 Provide electronic document archival system. Ensure that electronic documents are received and placed in the electronic document archive system.

At minimum, these documents include:

 - Monthly Designated Operator Inspection Reports.
 - Secondary Containment Testing Results.
 - Monitoring System Certifications.
 - SCAQMD Vapor Recovery Testing.
 - Current Permits/Permit Renewals (SCAQMD & CUPA).
- Provide access to the Electronic Document Archives and Compliance Testing and Certification Scheduling system via the Internet to those approved by the City.
- 3.1.4 UST Task Force Support:
 - Attend monthly meetings held at Fleet Services Bureau, 2600 Temple Ave, Long Beach, CA. (Meetings usually last one hour).
 - Provide accurate information and proactive suggestions regarding UST compliance testing and system certifications.
 - Provide monthly reports via e-mail detailing the status of any changing UST compliance issue / regulation.



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

- Provide update on documents added to the electronic archival system and documents that need to be added.

3.1.5 Review UST reports to ensure that testing and certifications are conducted in accordance with applicable law:

- Review the following UST reports:
 - o Designated UST Operator Monthly Reports.
 - o Monitoring System Certification Reports.
 - o Secondary Containment Testing Reports.
- Consultant staff is required to have the following certifications to insure expertise in reviewing reports filed in the electronic document archive system:
 - o Designated UST Operator certification.
 - o Possess an International Code Council (ICC) "California UST Service Technician" certification.
 - o A current Tank Testers License or appropriate Contractors State License Board (CSLB) License.
- Be trained and certified by the manufacture of the equipment in order to perform Secondary Containment Testing and Annual Monitoring Equipment Certification.

3.1.6 Response Time:

- Available via telephone within one hour, 24 hours a day.
- Available on City of Long Beach sites within four hours of notification by the City.

3.1.7 Consultant Personnel:

- Sufficient staff to provide UST Task Force support, consulting, electronic archiving, documentation, administrative support, and any other requirements of this RFP.
- Communicate with the City and schedule in advance when key personnel will not be available.

3.2 **Installation of Real Time UST Alarm Monitoring Notification System**

Describe software, hardware and other required technology to upgrade current system to implement a real time UST alarm monitoring system.

- 3.2.1 Set up a real time UST alarm monitoring notification system using Veeder-Root TLS
300 and 350 series consoles. (See Attachment E for details of existing consoles.)



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Real time is defined as not using polling type systems. Once the Veeder-Root console receives an alarm notice, the console causes a notification to be made to a monitoring system, which immediately informs designated parties via phone, e-mail, fax, etc.

4. **SUBMITTAL INSTRUCTIONS**

4.1 **Mandatory Pre-Proposal meeting will be held at 10am on Monday, September 13, 2010 at Fleet Services Bureau, 2600 Temple Avenue, Long Beach.** Written questions regarding this RFP shall be submitted prior to the pre-proposal meeting to Richard.Steinhaus@longbeach.gov no later than **4pm on Friday, September 10, 2010.** Responses to the questions will be posted on the City's website www.longbeach.gov/purchasing under the "Bids/RFPs" tab no later than 4pm on September 15, 2010. 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.

4.2 RFP Timeline

<i>TASK</i>	<i>DATE/TIME</i>
Pre-proposal meeting	10 am on 09/13/10
Deadline for submitting questions	4pm on 09/10/10
Answers to all questions submitted available	4pm on 09/15/10
Deadline for submission of proposals	4pm on 09/28/10
Evaluation period	October
Selection of vendor	November 1, 2010

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 vendors.

4.3 Vendors shall submit one (1) original proposal marked "ORIGINAL" and five (5) identical copies as follows:

Dept of Public Works
Fleet Services Bureau
Attn: Richard Steinhaus
2600 Temple Avenue
Long Beach CA 90806



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Proposals shall be clearly labeled in a sealed envelope or box as follows:

REQUEST FOR PROPOSAL NO.: **PW 10-070**
FOR: **UST Information Manager**
DUE: **4pm on 09/28/10**

- 4.4 Proposals must be received by **4pm local time, September 28, 2010**. Proposals that do not arrive by the specified date and time **WILL NOT BE ACCEPTED**. Vendors may submit their proposal any time prior to the above stated deadline.
- 4.5 The proposal should be presented in a format that corresponds to and references sections outlined below 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. For ease of evaluation, proposals should be presented in the format described within this RFP.
- 4.6 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. Expensive bindings, 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 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.
- 4.8 The proposal must be signed by the individual(s) legally authorized to bind the vendor.
- 4.9 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.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. **THE NARRATIVE/TECHNICAL PROPOSAL 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 **packaged separately, but submitted together**.



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

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 performance of comparable engagements; Describe in detail.
 - 5.1.2.1 General UST consulting jobs.
 - 5.1.2.2 Manage Remote UST alarm and volume monitoring programs.
 - 5.1.2.3 Manage Computerized facility-based data management systems.
 - 5.1.2.4 Oversee scheduling of compliance testing and system certifications.
 - 5.1.2.5 Manage electronic document archive program.
 - 5.1.2.6 Manage Compliance testing and system certification scheduling program.
 - 5.1.2.7 Support for UST programs in large organizations.
 - 5.1.2.8 Review UST Designated Operator reports, testing reports and certification reports.
 - 5.1.3 Reasonableness of cost.
 - 5.1.4 Expertise and availability of key personnel.
 - 5.1.4.1 List licenses, certificates, and degrees of staff showing that the company has the expertise to handle the scope of work.
 - 5.1.4.2 Describe procedures to maintain communication with City staff via telephone, e-mail, fax and in person within the required time frame in section 3.1.6.
 - 5.1.4.3 Explain availability and non-availability of primary consultant.
 - 5.1.5 Financial stability.
 - 5.1.6 Conformance with the terms of this RFP.
- 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 8.3; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the selection 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 vendors.
- 5.5 Selected vendor(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 vendors 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 vendor or withdraw the RFP.



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council.

6. **PROJECT SPECIFICATIONS**

See Item 3. **SCOPE OF PROJECT**

7. **WARRANTY/MAINTENANCE AND SERVICE N/A**

8. **COMPANY BACKGROUND AND REFERENCES**

8.1 PRIMARY CONTRACTOR INFORMATION

Vendors 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 vendor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- Company background/history and why vendor is qualified to provide the services described in this RFP.
- Length of time vendor 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.
- Required certifications listed in section 3.1.5.

8.2 SUBCONTRACTOR INFORMATION

8.2.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

If "Yes", vendor must:

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



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

- 8.2.1.2 Provide the same information for any subcontractors as is indicated in Section 8.1 for the vendor as primary contractor.
- 8.2.1.3 References as specified in Section 8.3 below must also be provided for any proposed subcontractors.
- 8.2.1.4 The City requires that the awarded vendor 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.
- 8.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

8.3 REFERENCES

Vendors should provide a minimum of three (3) 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).
- Technical environment.
- Staff assigned to reference engagement that will be designated for work per this RFP.
- Client project manager name and telephone number.

8.4 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.

9. **COST**

- 9.1 Vendors must submit: hourly and/or unit rates for all billable personnel categories and/or service categories anticipated.
- 9.2 Vendors must submit a monthly and a total annual price for “polling” remote UST alarm monitoring notification system. (Section 3, 3.1.1.1)



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

- 9.3 Vendors must submit a monthly and a total annual price for “real time” remote UST alarm monitoring notification system. (Section 3, 3.1.1.2)
- 9.4 Vendors must submit a monthly and a total annual price for computerized facility-based data management. (Section 3, 3.1.2)
- 9.5 Vendors must submit a monthly and a total annual price for overseeing scheduling of all UST testing and leak monitoring system certifications. (Section 3, 3.1.3.1)
- 9.6 Vendors must submit a monthly and a total annual price for an electronic document archive system. (Section 3, 3.1.3.2)
- 9.7 Vendors must submit a monthly and a total annual price for UST Task Force support services. (Section 3, 3.1.4)
- 9.8 Vendors must submit a monthly and total annual price for reviewing UST reports. (Section 3, 3.1.5)
- 9.9 Vendors must submit an estimated annual price for miscellaneous consulting in addition to services delivered in 9.2 through 9.8.
- 9.10 Vendor must submit a cost to upgrade the current system to implement a real time UST alarm monitoring and notification system. (Section 3, 3.2)

Note: Backup to invoices under this RFP for miscellaneous consulting and general consulting shall include details of who authorized the work assigned to the consultant with the dates, time, and specific services requested.

10. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE N/A

11. TERMS, CONDITIONS AND EXCEPTIONS

- 11.1 This contract will be for a period of 12 months with two annual renewal options at the option of the city. The contract term will not exceed 36 months total.
- 11.2 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.
- 11.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 11.4 The City reserves the right to reject any or all proposals received prior to contract award.



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

- 11.5 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.
- 11.6 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 vendors.
- 11.7 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 vendor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 11.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.9 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.
- 11.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 11.11 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, vendor or prospective vendor.
- 11.12 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.
- 11.13 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor 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 vendor for implementation of their proposal.
- 11.14 The City is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the City.
- 11.15 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 vendor



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the vendor 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.

- 11.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor 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 vendor's obligations.
- 11.17 The awarded vendor will be the sole point of contract responsibility. The City will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.18 The awarded vendor 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 vendor has submitted acceptable evidence of the required insurance coverages.
- 11.19 Each vendor 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 vendor on the grounds of actual or apparent conflict of interest.
- 11.20 Each vendor 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 vendor or in which the vendor 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 vendor'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.
- 11.21 The City will not be liable for Federal, State, or Local excise taxes.
- 11.22 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 vendor expressly excludes.



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

- 11.23 The City reserves the right to negotiate final contract terms with any vendor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor'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 vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.24 Vendor 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 vendor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 11.25 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.
- 11.26 Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the **Equal Benefits Ordinance**. Proposers shall refer to attachment/appendix for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in the attachment/appendix. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Attachment A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

YES _____ NO _____ SIGNATURE _____

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

ATTACHMENT B – PRO-FORMA AGREEMENT

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 _____, 200_, 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 "A".

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 "B", 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 "C", 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

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

4 (a) Commercial general liability insurance (equivalent in scope to
5 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
6 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
7 coverage shall include but not be limited to broad form contractual liability,
8 cross liability, independent contractors liability, and products and
9 completed operations liability. City, its boards and commissions, and their
10 officials, employees and agents shall be named as additional insureds by
11 endorsement (on City's endorsement form or on an endorsement
12 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
13 this insurance shall contain no special limitations on the scope of
14 protection given to City, its boards and commissions, and their officials,
15 employees and agents. This policy shall be endorsed to state that the
16 insurer waives its right of subrogation against City, its boards and
17 commissions, and their officials, employees and agents.

18 (b) Workers' Compensation insurance as required by the California
19 Labor Code and employer's liability insurance in an amount not less than
20 \$1,000,000. This policy shall be endorsed to state that the insurer waives
21 its right of subrogation against City, its boards and commissions, and their
22 officials, employees and agents.

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

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

28 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 "C".

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

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

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

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

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

18 17. INDEMNITY. Consultant shall, with respect to services performed in
19 connection with this Agreement, indemnify and hold harmless City, its Boards,
20 Commissions, and their officials, employees and agents (collectively in this Section,
21 "City") from and against any and all liability, claims, allegations, demands, damage, loss,
22 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
23 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")
24 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of
25 Consultant, its officers, employees, agents, sub-consultants or anyone under
26 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,
27 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of
28 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 "D" 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. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Consultant at the address first stated above, and to City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Engineer at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

1 this warranty.

2 23. 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 24. 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 25. 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 26. 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 27. 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.

28. 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.

29. 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)

_____, 200_

By _____

Type or Print Name

_____, 200_

By _____

Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

_____, 200_

By _____

City Manager

"City"

This Agreement is approved as to form on _____, 200_.

ROBERT E. SHANNON, City Attorney

By _____

Deputy



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th 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.

Authorized signature and date

Print Name & Title

Attachment D

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Attachment E RFP SUBMITTAL CHECKLIST

Prior to submitting your proposal, please use this checklist to ensure that all necessary components have been included in your response.

Pages Requiring a Signature and Other Information on City Document

- ☐ Title page of RFP signed by an authorized representative of the company.
- ☐ Subcontractor Usage, Section 8.2.1. (Initials required)
- ☐ Attachment A - Certification of Compliance with Terms and Conditions of the RFP.
- ☐ Attachment B - Pro-Forma Agreement (if included in RFP download).
- ☐ Attachment C - Statement of Non-Collusion.

Responses to Critical Components of RFP (other sections may be addressed as well)

When addressing these items, please use RFP section reference numbers in your response.

Section 5 – Proposal Evaluation and Award Process

- ☐ Each enumerated item to the lowest level in section 5.1.1. through 5.1.6.

Section 8 – Company Background and References

- ☐ 8.1 Company information including resumes for all key staff providing services.
- ☐ 8.2.1.1 through 8.2.1.3 Subcontractor information, if subcontractors will be used.
- ☐ 8.3 Three references.

Section 9 – Cost

- ☐ Each enumerated item to the lowest level in section 9.1. through 9.10.

