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"B".

B. City shall pay Contractor in due course of payments following receipt from Contractor 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. Contractor shall certify on the invoices that Contractor 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 Contractor 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 Contractor'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.

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

D. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Contractor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Contractor must immediately inform the City of that fact and may not proceed except at Contractor's risk until written instructions are received

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from the City.

E. Contractor must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property,

until acceptance of the work by the City, except those losses or damages as may be caused by the City's own negligence.

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

2. TERM. The term of this Agreement shall commence at midnight on April 1, 2023, and shall terminate at 11:59 p.m. on March 31, 2024, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. The City shall have the option to extend the term for one (1) one-year period, at the discretion of the City Manager.

3. COORDINATION AND ORGANIZATION.

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

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

1 to replace that key employee.

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

14 5. INSURANCE.

15 A. As a condition precedent to the effectiveness of this  
16 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
17 duration of this Agreement, from insurance companies that are admitted to write  
18 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
19 Company or from authorized non-admitted insurance companies subject to Section  
20 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
21 by A.M. Best Company, the following insurance:

22 (a) Commercial general liability insurance (equivalent in scope to  
23 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
24 One Million Dollars (\$1,000,000) per each occurrence and Two Million  
25 Dollars (\$2,000,000) general aggregate. This coverage shall include but  
26 not be limited to broad form contractual liability, cross liability, independent  
27 contractors liability, and products and completed operations liability. City,  
28 its boards and commissions, and their officials, employees and agents shall

1 be named as additional insureds by endorsement (on City's endorsement  
2 form or on an endorsement equivalent in scope to ISO form CG 20 10 11  
3 85 or CG 20 26 11 85), and this insurance shall contain no special limitations  
4 on the scope of protection given to City, its boards and commissions, and  
5 their officials, employees and agents. This policy shall be endorsed to state

6 that the insurer waives its right of subrogation against City, its boards and  
7 commissions, and their officials, employees and agents.

8 (b) Workers' Compensation insurance as required by the California  
9 Labor Code and employer's liability insurance in an amount not less than  
10 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
11 its right of subrogation against City, its boards and commissions, and their  
12 officials, employees and agents.

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

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

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

23 C. Each insurance policy shall be endorsed to state that coverage  
24 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
25 written notice to City, shall be primary and not contributing to any other insurance  
26 or self-insurance maintained by City, and shall be endorsed to state that coverage  
27 maintained by City shall be excess to and shall not contribute to insurance or self-  
28 insurance maintained by Contractor. Contractor shall notify City in writing within five

1 (5) days after any insurance has been voided by the insurer or cancelled by the  
2 insured.

3 D. If this coverage is written on a "claims made" basis, it must  
4 provide for an extended reporting period of not less than one hundred eighty (180)  
5 days, commencing on the date this Agreement expires or is terminated, unless

6 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,  
7 continuing coverage for a period of not less than three (3) years, commencing on  
8 the date this Agreement expires or is terminated.

9 E. Contractor shall require that all sub-contractors or contractors  
10 that Contractor uses in the performance of these services maintain insurance in  
11 compliance with this Section unless otherwise agreed in writing by City's Risk  
12 Manager or designee.

13 F. Prior to the start of performance, Contractor shall deliver to City  
14 certificates of insurance and the endorsements for approval as to sufficiency and  
15 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the  
16 insurance, furnish to City certificates of insurance and endorsements evidencing  
17 renewal of the insurance. City reserves the right to require complete certified copies  
18 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any  
19 time. Contractor shall make available to City's Risk Manager or designee all books,  
20 records and other information relating to this insurance, during normal business  
21 hours.

22 G. Any modification or waiver of these insurance requirements  
23 shall only be made with the approval of City's Risk Manager or designee. Not more  
24 frequently than once a year, City's Risk Manager or designee may require that  
25 Contractor, Contractor's sub-Contractors and contractors change the amount,  
26 scope or types of coverages required in this Section if, in his or her sole opinion, the  
27 amount, scope or types of coverages are not adequate.

28 H. The procuring or existence of insurance shall not be construed

1 or deemed as a limitation on liability relating to Contractor's performance or as full  
2 performance of or compliance with the indemnification provisions of this Agreement.

3 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
4 contemplates the personal services of Contractor and Contractor's employees, and the  
5 parties acknowledge that a substantial inducement to City for entering this Agreement was

6 and is the professional reputation and competence of Contractor and Contractor's  
7 employees. Contractor shall not assign its rights or delegate its duties under this  
8 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
9 of City, except that Contractor may with the prior approval of the City Manager of City,  
10 assign any moneys due or to become due Contractor under this Agreement. Any  
11 attempted assignment or delegation shall be void, and any assignee or delegate shall  
12 acquire no right or interest by reason of an attempted assignment or delegation.  
13 Furthermore, Contractor shall not subcontract any portion of its performance without the  
14 prior approval of the City Manager or designee, or substitute an approved sub-Contractor  
15 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
16 prevent Contractor from employing as many employees as Contractor deems necessary  
17 for performance of this Agreement.

18 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,  
19 certifies that, at the time Contractor executes this Agreement and for its duration,  
20 Contractor does not and will not perform services for any other client which would create a  
21 conflict, whether monetary or otherwise, as between the interests of City and the interests  
22 of that other client. And, Contractor shall obtain similar certifications from Contractor's  
23 employees, sub-Contractors and contractors.

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

28 9. OWNERSHIP OF DATA. All materials, information and data

1 prepared, developed or assembled by Contractor or furnished to Contractor in connection  
2 with this Agreement, including but not limited to documents, estimates, calculations,  
3 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
4 models, reports, summaries, drawings, designs, notes, plans, information, material and  
5 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
6 in a format identified by City, and City shall have the unrestricted right to use and disclose  
7 the Data in any manner and for any purpose without payment of further compensation to  
8 Contractor. Copies of Data may be retained by Contractor but Contractor warrants that  
9 Data shall not be made available to any person or entity for use without the prior approval  
10 of City. This warranty shall survive termination of this Agreement for five (5) years.

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

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



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

7           13.    ADDITIONAL SERVICES. The City has the right at any time during  
8 the performance of the services, without invalidating this Agreement, to order extra work  
9 beyond that specified in the RFP or make changes by altering, adding to or deducting from  
10 the work. No extra work may be undertaken unless a written order is first given by the City,  
11 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.  
12 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in  
13 the time to perform of One Hundred Eighty (180) days or less, may be approved by the  
14 City Representative. Any greater increases, taken either separately or cumulatively, must  
15 be approved by the City Council. It is expressly understood by Contractor that the  
16 provisions of this paragraph do not apply to services specifically set forth in the RFP or  
17 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that  
18 the services to be provided pursuant to the RFP may be more costly or time consuming  
19 than Contractor anticipates and that Contractor will not be entitled to additional  
20 compensation for the services set forth in the RFP.

21           14.    RETENTION OF FUNDS. Contractor authorizes the City to deduct  
22 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
23 amounts the payment of which may be in dispute or that are necessary to compensate the  
24 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
25 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
26 performing or failing to perform Contractor's obligations under this Agreement. In the event  
27 that any claim is made by a third party, the amount or validity of which is disputed by  
28 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the

1 City may withhold from any payment due, without liability for interest because of the  
2 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
3 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
4 indemnify and protect the City as elsewhere provided in this Agreement.

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

8 16. LAW. This Agreement shall be construed in accordance with the laws  
9 of the State of California, and the venue for any legal actions brought by any party with  
10 respect to this Agreement shall be the County of Los Angeles, State of California for state  
11 actions and the Central District of California for any federal actions. Contractor shall cause  
12 all work performed in connection with construction of the Project to be performed in  
13 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
14 county or municipal governments or agencies (including, without limitation, all applicable  
15 federal and state labor standards, including the prevailing wage provisions of sections 1770  
16 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
17 marshal, health officer, building inspector, or other officer of every governmental agency  
18 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be  
19 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in  
20 conflict with any applicable laws, but the remainder of the Agreement will remain in full  
21 force and effect.

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

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

1 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
2 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
3 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
4 in part, out of or in connection with (1) Contractor's breach or failure to comply with  
5 any of its obligations contained in this Agreement, including all applicable federal

6 and state labor requirements including, without limitation, the requirements of  
7 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
8 omissions or misrepresentations committed by Contractor, its officers, employees,  
9 agents, subcontractors, or anyone under Contractor's control, in the performance of  
10 work or services under this Agreement (collectively "Claims" or individually "Claim").

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

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

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

27 19. FORCE MAJEURE. If any party fails to perform its obligations  
28 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain

1 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
2 governmental regulations, governmental controls, judicial orders, enemy or hostile  
3 governmental action, pandemic, civil commotion, fire or other casualty, or other causes  
4 beyond the reasonable control of the party obligated to perform, then that party's  
5 performance will be excused for a period equal to the period of such cause for failure to  
6 perform.

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

9           21. NONDISCRIMINATION.

10           A. In connection with performance of this Agreement and subject  
11 to applicable rules and regulations, Contractor shall not discriminate against any  
12 employee or applicant for employment because of race, religion, color, national  
13 origin, ancestry, physical or mental disability, medical condition, AIDS, HIV status,  
14 marital status, age, gender, sexual orientation, or any other basis that is inconsistent  
15 with federal or state statutes, the City Charter, local ordinances, resolutions, rules,  
16 or regulations. Contractor shall ensure that applicants are employed, and that  
17 employees are treated during their employment, without regard to these bases.  
18 These actions shall include, but not be limited to, the following: employment,  
19 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
20 termination; rates of pay or other forms of compensation; and selection for training,  
21 including apprenticeship.

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

26           A. During the performance of this Agreement, the Contractor  
27 certifies and represents that the Contractor will comply with the EBO. The  
28 Contractor agrees to post the following statement in conspicuous places at its place

1 of business available to employees and applicants for employment:

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

7 B. The failure of the Contractor to comply with the EBO will be  
8 deemed to be a material breach of the Agreement by the City.

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

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

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

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

28 24. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

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

27 27. CONTINUATION. Termination or expiration of this Agreement shall  
28 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled

1 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and  
2 "Audit" prior to termination or expiration of this Agreement.

3 28. TAX REPORTING. As required by federal and state law, City is  
4 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.  
5 Contractor shall be solely responsible for payment of all federal and state taxes resulting  
6 from payments under this Agreement. Contractor shall submit Contractor's Employer  
7 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not  
8 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.  
9 Contractor acknowledges and agrees that City has no obligation to pay Contractor until  
10 Contractor provides one of these numbers.

11 29. ADVERTISING. Contractor shall not use the name of City, its officials  
12 or employees in any advertising or solicitation for business or as a reference, without the  
13 prior approval of the City Manager or designee.

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

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

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

3 APEX SYSTEMS, LLC a limited liability  
4 company

5 May 1, 2023

By [Signature]  
6 Name Mark Chesey  
7 Title EXECUTIVE MANAGING DIRECTOR

8 \_\_\_\_\_, 2023

By \_\_\_\_\_  
9 Name \_\_\_\_\_  
10 Title \_\_\_\_\_

11 EXECUTED PURSUANT  
12 TO SECTION 301 OF  
13 THE CITY CHARTER.

14 "Contractor"

15 CITY OF LONG BEACH, a municipal  
16 corporation

17 May 4, 2023

By [Signature]  
18 City Manager

19 "City"

20 This Agreement is approved as to form on May 3, 2023.

21 DAWN MCINTOSH, City Attorney

22 By [Signature]  
23 Deputy

24 OFFICE OF THE CITY ATTORNEY  
25 DAWN MCINTOSH, City Attorney  
26 411 West Ocean Boulevard, 9th Floor  
27 Long Beach, CA 90802-4664



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# EXHIBIT “A”

## Request for Proposal

Part 1 - Narrative/Technical Proposal

City of Long Beach

Request for Proposals Number TI 19-027

As-Needed Information Technology Professional  
Services

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Submitted by



October 8th, 2019

**Proposed by:**

Matthew Cheney  
Senior Managing Director  
4100 Newport Place, Suite 410  
Newport Beach, CA 92660  
(949) 623-0003  
[mcheney@apexsystems.com](mailto:mcheney@apexsystems.com)  
<https://www.apexsystems.com>

October 8, 2019

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



4100 Newport Place, Suite 410  
Newport Beach, CA 92660

To Whom It May Concern,

Apex Systems, LLC (Apex) is pleased to submit our proposal to the City of Long Beach (the City) in response to Request for Proposals (RFP) Number TI 19-027 for As-Needed Information Technology Professional Services. Apex, a division of ASGN, Inc. has been in business for over 23 years and is the second largest IT Services firm in the United States.

Apex has over 20 years of experience supporting other public sector clients, including more than 100 State and Local government entities. Apex has supported the following public sector entities in California:

- ▶ State of California
- ▶ County of Santa Clara
- ▶ City of Sunnyvale
- ▶ City of San Jose
- ▶ City of Carlsbad
- ▶ California Water Service Group

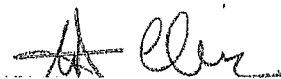
Key benefits Apex offers the City includes, but is not limited to:

- ▶ A local account team, dedicated to supporting the City's business
- ▶ The Apex Talent Cloud, containing over 16 million resumes of both active and passive job seekers
- ▶ A skill-focused recruiting methodology and designated Skill Practice Groups aligned to support in-demand technical skill sets
- ▶ An ability to rapidly scale up or scale down our recruiting efforts as the need for temporary headcount fluctuates

We are pleased to have the opportunity to provide the City with a comprehensive proposal that demonstrates Apex's capability to provide professional IT services on an as needed basis in the areas of Application Specific Services, General IT Services and Project Specific Services.

Our proven experience, processes, and procedures are further detailed throughout our proposal. Apex is well-positioned to support the City's needs and we look forward to your decision on this opportunity.

Respectfully,



Matthew Cheney, Senior Managing Director

Phone: (949)623-0003, Email: mcheney@apexsystems.com

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## Table of Contents

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<b>PART 1 – NARRATIVE/TECHNICAL PROPOSAL.....</b>	<b>4</b>
<b>7. PROJECT SPECIFICATIONS.....</b>	<b>5</b>
<b>7.1 APPLICATION-SPECIFIC SERVICES.....</b>	<b>5</b>
<b>7.2 GENERAL IT SERVICES.....</b>	<b>10</b>
<b>7.3 PROJECT SPECIFIC SERVICES.....</b>	<b>12</b>
<b>COMPANY BACKGROUND AND REFERENCES.....</b>	<b>17</b>

## Part 1 - Narrative/Technical Proposal

### Company Overview

Founded in 1995, Apex Systems provides organizations with scalable IT staffing and service solutions, such as those required by the City, to address critical gaps within the current workforce and to augment workforce management strategies. As a division of ASGN, Inc., Apex is the second largest IT staffing and services firm in the U.S. with over 70 offices, including national recruiting centers, situated across North America. Our internal staff of over 2,400 employees is comprised of local account and recruiting teams who provide market expertise and personalized, best-in-class service for our clients. In 2018, Apex had over 36,801 technical professionals on assignment with more than 1,890 clients. Over the past five years, Apex has placed over 180,000 technical professionals and executed over 5,000 SOWs. Apex has continued to experience year over year growth and our revenue for the past three years is as follows:

- ▶ 2018 - \$2.3 Billion
- ▶ 2017 - \$2.037 Billion
- ▶ 2016 - \$1.836 Billion

Apex will provide the City with a strategic partnership and the benefits of our national presence. We have built a reputation among technical professionals as a top employer to work for, due in part to our client portfolio, the variety of benefits and incentives we provide our consultants, and much more. Apex's innovative approach to recruiting gives our clients access to many passive candidates who may not have otherwise been actively looking for new job opportunities.

Apex's proposal describes our approach to providing the services detailed in the RFP and includes, but is not limited to the following:

- ▶ Our extensive experience supporting Public Sector clients with hiring needs similar to those listed in the RFP
- ▶ A local account team, dedicated to supporting the City's business
- ▶ A skill-focused recruiting methodology and designated Skill Practice Groups aligned to support in-demand technical skill sets
- ▶ An ability to rapidly scale up or scale down our recruiting efforts as the need for temporary headcount fluctuates
- ▶ A customizable training program based on the City's needs
- ▶ Consulting expertise and solutions for managed projects and services

## 7. Project Specifications

### 7.1 Application-Specific Services

Apex understands that the City routinely engages consultants to assist with enhancements and support various City systems. As an organization, Apex has extensive experience providing services in support of key applications. Apex's model and approach for supporting these services includes leveraging our recruiting arm to source candidates who are experienced with the City's applications in order to build an engagement team that is fit-for-purpose as opposed to clearing a bench of resources. Apex also offers customizable training programs to aid in identifying skill gaps in order to upskill the existing workforce.

#### Engagement and Thought Leadership

Managing Director, Mark Waterman, who is a retired Navy Captain with over 27 years of experience in management consulting including previous "Big 4" consulting experience, oversees Apex's Consulting Services practice for Government clients.

In addition to the dedicated Managing Director, Apex will leverage the technical expertise of our Applications and Data Management Practice Director, Richard Stanley, to aid in qualifying the technical requirements for any application-specific services requested. Richard has over 20 years of development experience including leading large-scale software development projects and architecting enterprise software solutions over a wide breadth of languages and technologies. His specialties include:

- ▶ Software architecture and design
- ▶ Data persistence and replication
- ▶ Multithreaded applications
- ▶ Digital application development

Additionally, he stays fully immersed in the user group community, providing technical training to and learning from other developers across the U.S.

#### Proofs of Concept

The following proofs of concept detail Apex's experience providing support for specific applications, relevant to the City's systems and environment.

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## **CLIENT: INFORMATION AND MEASUREMENT COMPANY**

### **Challenge:**

Our client, a global information and data measurement firm, needed to hire permanent Salesforce resources to support their continuous integration/continuous deployment (CI/CD) program. Apex was chosen as a staffing partner because of our existing relationship with this client and their need to identify professionals with niche skill sets.

### **Resolution:**

Apex quickly identified two niche Salesforce Developers and a Salesforce DevOps Engineer within our client's budget. The resources' responsibilities included:

- Refreshing and optimizing existing release management processes
- Implementing and maintaining tools for continuous integration, automated testing, and continuous deployment within the Salesforce platform
- Constructing and monitoring release and deployment metrics and dashboards

The professionals we placed have been successful in their roles on the team, and the client continues to rely on Apex to assist in staffing their niche technical needs.

## **CLIENT: BANK HOLDING COMPANY**

### **Challenge:**

Our client, a multinational banking group, was implementing Salesforce across all their lines of business. Once the project began, our client realized they had severely underestimated the scope of the work. In order to meet the original project timeline, as demanded by key stakeholders, additional resources were needed. Apex was selected to supply the needed resources because of our history of delivering quality candidates quickly for our client. The roles needed included:

- Salesforce Developers
- Automated QA Testers

- Business Analysts

**Resolution:**

Apex's skill-focused delivery team quickly identified six of the niche resources required, averaging 1.3 days per opening to submit qualified candidates. All of the resources we supplied have been successful in their roles, still work for the client today, and have been crucial in our client's efforts to get the implementation done on schedule. Apex continues to support our client's initiative and we are the preferred firm for their ongoing Salesforce needs.

**CLIENT: LARGE NORTH AMERICAN RAILROAD COMPANY****Challenge:**

In order to comply with new Federal rail safety regulations, our client, one of the largest railroads in North America, began the process to implement positive train control (PTC) technology across their systems.

**Resolution:**

Apex was engaged to provide the technical resources needed to support the project. Apex resources contributed to the design of the system to meet the requirements of the PTC regulations, which included completing the development of mapping applications, web based map services, and sys/app support administration of the mapping services applications and environment. The resources placed by Apex included the following job titles:

- GIS Specialists
- .NET Developers
- Java
- QA/SW Testing
- Technical Writers
- RF Techs
- Field Techs

**CLIENT: FORTUNE 100 COMMUNICATIONS PROVIDER**



**Challenge:**

Our client's network systems team uses Remedy to support their open source software environment and they required a flexible team of professionals to support a Remedy ticketing consolidation project. Specific processes include ticketing, performance management, CMDB tools, fault management, and device discovery. Their hiring managers experienced difficulty identifying qualified candidates within their established budgets who could perform the development, design, and analysis.

**Resolution:**

As a partner to our client, Apex Systems took the following action steps to ensure our client could meet internal deadlines without experiencing delays.

- Dedicated a senior recruiter to "own" this project and provide expertise around the required Remedy skill sets and team environment. This decreased the time it took to identify and place qualified technical professionals.
- Provided rate guidance using market intelligence and reporting tools. Once we determined fair market rates, Apex was able to find higher quality candidates with the required skillsets.
- With our client's permission, we partnered with an associate vendor who specialized in Remedy and maintained a bench of proven consultants readily available to contribute to project deadlines.

Under the direction of the Remedy technical lead, this team of 12 developed BMC Remedy ARS applications and implemented new system functions. The required technologies included Remedy ARS 7.x, BMC Atrium CMDB, ITSM application suite, and Oracle and SQL databases.

With a qualified team in place, our client was able to identify efficiencies, integrate system capabilities, and improve their services. Apex Systems' recruiting processes decreased the time-to-fill from more than four weeks to less than two weeks, including candidate onboarding time.

Additionally, our client applied this project's success to support a large, strategic state government project. Key personnel from the project were called to support a secondary project which has led to business opportunities in additional state governments.

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## **CLIENT: FORTUNE 100 FOOD DISTRIBUTOR**

### **Challenge:**

Facing an SAP implementation that would require complete focus of internal IT staff, our client needed assistance to keep legacy systems operational. Extending such lengthy assignments to contingent labor inevitably would produce a high level of turnover. To ensure minimal business disruption, our client approached Apex to augment its staff with skilled professionals that were committed to the length of the project. Skill areas needed for this mission-critical work included:

- Desktop support
- Helpdesk support
- Systems administration
- Account administration
- SharePoint development
- AS/400 programming
- Database administration
- Technical writing
- Graphic design

### **Resolution**

To locate the right people that would seamlessly fit into our client's organization, we created a customized recruiting process that was skill-focused and mirrored our client's culture, environment, and unique needs. With this in-depth knowledge, we placed over 75 highly qualified IT professionals within the client's IT department. Apex's contingent workforce kept the client's legacy systems operational during the blueprinting phase and realization phase of this SAP implementation. To ensure long-term success for our client, we implemented an annual formal performance review process once several of our technical professionals had been working on assignment for more than a year.

Due to our ability to find and retain the right talent to drive this business forward, we are now our client's #1 staffing vendor out of eight approved vendors. Our annual performance review process produced minimal turnover and provided reliable technical staff that was critical to our client during this large business transformation. Due to the superior match resulting from our customized search strategy, our client's selected 15 of our most talented technical professionals to hire directly as permanent employees.

## 7.2 General IT Services

Apex is able to provide the services required as specified in 7.2.1 and 7.2.2 of the RFP. Specifically for 7.2.1, if the City identifies a resource, Apex will work with the City to provide pass-through staffing. Apex will assign a dedicated point-of-contact to the resource identified to maintain the relationship throughout the duration of the resource's assignment.

Regarding the requirement listed in 7.2.2, Apex will allow the City to indicate the threshold and criteria when looking for available resources. Apex supports our clients' ability to meet their own threshold and criteria by maintaining skill-specific candidate pipelines containing candidates with all experience levels. Additionally, Apex leverages the Apex Talent University and our STEM partnerships to aid in upskilling junior level candidates, which enables us to maintain cost thresholds while still meeting technical criteria.

We are also able find qualified resources based on the technical skills desired by the City, required in section 7.2.3 of the RFP and as listed in Exhibit A. Further detail of Apex's experience and capability with providing relevant technical resources is included below.

Exhibit A Resource Types	Apex Placements (Since 2014)	Apex Candidate Pipeline (National)	Apex Candidate Pipeline (In/Near Long Beach)
Business Analyst	6,976	432,422	13,653
Project Manager	7,887	918,886	33,306
Legacy System Programmer	307	243,020	8,539
Applications/Web Developer	13,455	1,830,425	63,132

Website/Graphic Designer	7,142	233,464	8,186
Database Administrator	1,237	202,526	7,603
Systems Support/Production Support Specialist	4,168	358,760	11,164
Android/iPhone Developer	483	260,240	9,636
Windows Server Administrator	2,439	305,203	10,309
Communications Network Specialists	1,713	299,147	10,898
Voice Communications Specialist (VoIP)	1,831	351,280	12,098
Wireless Communications Specialist (Radio Frequency (RF) & Wi-Fi)	1,198	443,471	17,160
Desktop Support Technician	12,001	490,491	17,984
Helpdesk Technician	12,835	666,154	16,803
Mobile Devices Technician	352	73,833	2,329
Technology Asset Management Technician	682	143,977	4,634

Apex employs over 900 recruiters nationwide who are skill-focused within four core Skill Practice Areas to ensure the delivery of a higher caliber of consultant, a stronger resource pipeline and a faster response to the City's hiring needs. Apex's four Skill Practices and focus areas include:

- ▶ Applications & Data Management:

- Java
  - Microsoft
  - Mobile
  - Healthcare IT
  - Enterprise Software
- 
- QA
  - Database BI
  - ▶ Infrastructure & Security:
    - Security
    - Networking
    - Cloud
    - Telecom
    - Legacy
  - ▶ PMO & Business Operations:
    - Project Management
  - ▶ Digital Experience & Content Strategy:
    - Digital
    - Intelligent Automation

### **7.3 Project Specific Services**

Apex has the ability to provide project specific services and is able to meet the criteria shown in 7.3.1, 7.3.2, and 7.3.3 of the RFP.

Regarding section 7.3.1, Apex will provide fixed-price cost estimates following an assessment of the requirements for each project.

Regarding section 7.3.2, Apex will agree to follow the City's development standards and conventions and will provide transfer of knowledge and source code. Apex understands that the City is a Microsoft .Net shop and will occasionally have projects such as the development of web and mobile applications, as well as, large deployments of new devices and new systems implementations. Apex has extensive experience supporting similar initiatives and Microsoft, including .Net, is one of Apex's core areas of expertise. Since 2014, over 3,500 Microsoft technical professionals have worked on client assignments for Apex. Our Microsoft skill focus is supported by our Applications and Data Management Practice. The fundamentals of our support include:

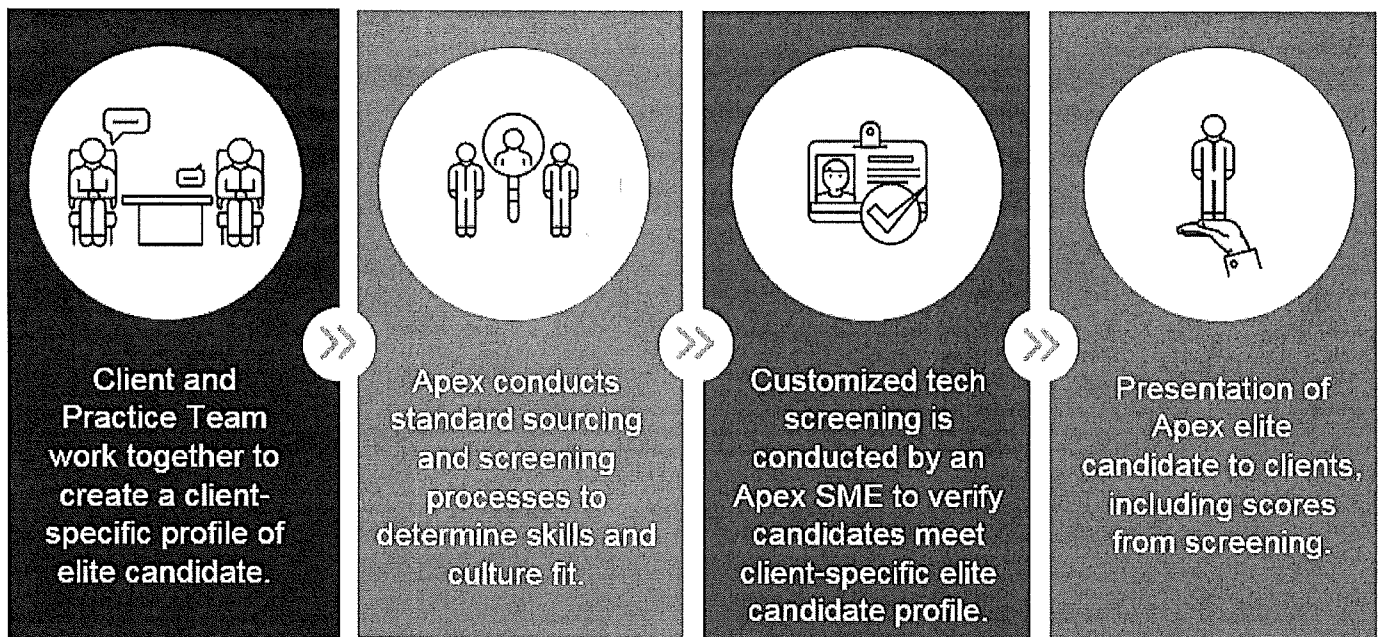
- ▶ Local recruiters that have received essential Microsoft training, primarily focused on sourcing and screening Microsoft candidates
- ▶ Support for our local recruiting team from our Applications and Data Management Practice

Practice Director, Doug Ford, leads Apex’s Microsoft focus. He has designed and assembled full stack software applications for various platforms and technologies for over 12 years. As an active software engineer, he refines his skills with Extreme (Agile) Programming. He stays fully immersed in the user group community, providing technical training to and learning from other developers across the U.S.

Regarding section 7.3.3, Apex agrees that all work product will be the property of the City to use, modify, and distribute royalty-free, with the exception of any 3<sup>rd</sup> party components.

Additional proofs of concept regarding Apex’s capabilities and experience with project-specific services are detailed in section 9.1 below.

**7.4.1 Provide a description of your candidate screening process.**



Apex utilizes a multi-faceted approach to candidate screening to ensure that all candidates submitted to the City possess any technical and soft skills necessary to be a successful fit for their individual role. As a key part of Apex’s customer-focused approach, local Account Manager, Nick Bolger, will make communication with City stakeholders a top priority in order to foster relationships and gain a stronger understanding of the City’s technical requirements. Nick will then share this insight with our local recruiting team so they may more effectively screen candidates for the City. Apex recruiters screen candidates via phone, in person, video interviewing and can administer virtual technical testing through our online testing partner, ProveIt!. In addition to these methods, we can provide a deeper technical testing

through the Apex Elite Qualification Program. The Apex Elite Qualification Program is our proprietary skills validation platform intended to provide comprehensive skill evaluations of our candidates. As an extension of Apex's Skill Practice Groups, the City will receive Apex Elite Candidates by collaborating with an Apex Practice Director to gather information, build a technical profile, and create a customized screening to ensure technical competency.

Apex Elite Qualification Program includes the following components:

- ▶ The candidate completes a 30-minute technical interview with a member of our Technical Screening and Testing Team, that consists of over 100 industry experts including technical architects, engineers, and developers
- ▶ Our Technical SMEs, such as our SME's/Screeners, currently work in the industry and have on average of over 15 years of hands on experience
- ▶ Using content from our bank of more than 3,000 technical questions, the candidate's skill proficiencies are scored using the custom assessment designed by our Practice Team
- ▶ Elite candidate test results are shared with the client and include a detailed breakdown of the topics the candidate was assessed on, their level of proficiency within each skill area, and a summary of the questions asked during the testing process
- ▶ Apex Elite tested candidates have been thoroughly vetted to successfully perform the tasks required for your project

**7.4.2 Specify if there is a minimum term commitment when placing consultants (e.g., 1 month, 6 months, or no minimums)?**

Apex does not have a minimum term commitment when placing consultants. Apex provides consultants for all contract lengths.

**7.4.3 If there any penalties to the City or the consultant if the consultant applies for and is hired for an internal City position. If so, will these penalties be eliminated after a certain amount of time on contract (e.g. 3 months, 6 months, etc.).**

Apex's standard contractor conversion term is a six-month contract-to-hire but we are interested in further discussing the City's preferences. Apex understands that the City is free to advertise their open internal positions and, as a public institution, anyone is eligible to apply for those roles.

**7.4.4 Specify if you are able to provide contractors that are local Long Beach Residents.**

Yes, Apex is able to provide contractors that are local Long Beach residents. As shown in the data table provided in our response to section 7.2 'General IT Services' above, our local Orange County account and recruiting team has extensive pipelines of candidates who are local to the Long Beach area. The Apex recruiting team will always

target local candidates first versus candidates who may require relocation. Additionally, Nick Bolger, the Apex account manager who will be dedicated to supporting the City, is a local Long Beach resident and therefore, has an even deeper understanding of the local market.

**7.4.5 If a Project arose that required a fixed bid, specify if you would be able to provide the bid based on requirements supplied.**

Yes, Apex is able to support fixed price bids depending on the requirements provided. Apex's expectation would be to have the opportunity to communicate with City stakeholders upon receiving a request in order to clarify and better understand the requirements of the bid. Apex's technical thought leaders and consulting practice leaders will engage in discovery meetings with City stakeholders to assess the requirements in order to ensure that Apex can provide the services required at a fixed price.

**7.4.6 Specify if there are additional "value added" services that your company can provide to support various technical projects.**

Apex can provide additional value added services to support various technical projects with the City. We have grown to be one of the largest publicly traded technology services businesses in the US. Over the past several years, Apex's customers have asked us to not only provide top talent for their IT/technology projects, but to get more involved in project oversight, managing the workforce, and add value with our work to achieve better outcomes.

We have developed a set of workforce management solutions which helped our customers get more productivity out of their teams, therefore reducing costs. Now our customers are asking us to help them with modern enterprise solutions tailored to the industries we serve, like cloud migrations, product development, and data science that enable their businesses to grow.

By providing a continuum of service between workforce mobilization and modern enterprise solutions and innovations, we can drive better results for our clients and bring them more value in our service.

**Workforce Mobilization**

Solutions for ensuring our clients have the "arms and legs" to accomplish their mission, complete their projects and ensure these resources are productive.

**Modern Enterprise**

Solutions for building their enterprise with information systems and processes that propel their business forward in the digital age. This includes Enterprise Solutions for finance, customer care, workforce



management, production, engineering, and compliance. Solutions are based on the technology used in different industries, and Management Systems and Metrics to chart their business operations and performance, with the ability to develop new information flows to support their customer base.

### **Digital Innovation**

Solutions for using tomorrow's technology, like Cloud, Data Sciences, Artificial Intelligence and Machine Learning, to strengthen their enterprise systems value and improve time and cost responsiveness.

### **Intellectual Property**

To facilitate the delivery of successful programs, on time and on budget, Apex's clients often leverage Apex provided intellectual property known as ApexCLEAR<sup>SM</sup>, ApexSHARE<sup>SM</sup>, and ApexPRM<sup>SM</sup>.

- ▶ ApexCLEAR<sup>SM</sup> enhances program visibility and management through our customized delivery framework, designed to manage portfolio, program and project risk. Apex's CLEAR<sup>SM</sup> fully integrates project, risk, financial and change management using existing enterprise program management tools already in place or project enablers provided by Apex.
- ▶ ApexPRM<sup>SM</sup> is a World-Class Program Risk and Quality Management Process focused on pointed, short time frame risk assessments across six key risk dimensions throughout the life of the Project.
- ▶ ApexSHARE<sup>SM</sup> is a cloud-based collaboration, document storage and communication environment established to bring together team members, client personnel and Apex engagement management.

### **Solution Enabler: Apex Talent University**

Our solution enablers are customizable, bolt-on programs that may be leveraged to empower each solution. One such enabler is the Apex Talent University (ATU), which provides customizable training opportunities. The mission of ATU is to increase access to in-demand candidates by building our talent pipeline through STEM Partnerships and identifying skill gaps within the current workforce to provide customized training based on client needs. Apex's Training Specialist will work with the City's key stakeholders and hiring managers to tailor technical training to specific skill sets and based on your needs. Our various training programs include onboarding, upskilling & reskilling resources or continuous development programs. Each curriculum is built using instructor-led classroom training or on-demand pre-built modules through our training partnerships such as Skillsoft and Pluralsight. In addition to customizable training options for the City, Apex's contract workers can also access training on-demand to

enhance their technical and professional skills. Our virtual training library contains over 9,000 courses, 42,000 micro-videos, and 10,000 books. The library also contains recordings of past Toolbox Talks. Apex's Toolbox Talks are virtual one-hour webinars presented monthly by industry experts, including well-respected conference speakers and authors. Speakers cover a variety of topics, half technical, half non-technical. Several Talks a year are worth PDU's for those with PMI certifications and CDU's for those with IIBA certifications.

## **Company Background and References**

### **9.1 Primary Contractor Information**

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

Apex Systems' parent company, ASGN, Inc., is headquartered in Calabasas, California. Apex Systems was incorporated on September 13, 1995 in Richmond, Virginia. Apex Systems is registered with the State of California Secretary of State and our entity number is 201500710394.

### **Location of the company offices.**

Apex has over 70 offices across North America, including seven offices in California, two of which are located in Los Angeles and Newport Beach (known as our Orange County office.)

<b>Alabama</b> Birmingham Huntsville	<b>Kansas</b> Kansas City	<b>Oklahoma</b> Oklahoma City Tulsa
<b>Arizona</b> Phoenix	<b>Kentucky</b> Louisville	<b>Oregon</b> Portland
<b>Arkansas</b> Bentonville	<b>Maryland</b> Baltimore Montgomery County	<b>Pennsylvania</b> Philadelphia Pittsburgh
<b>California</b> Los Angeles Orange County San Diego East Bay San Francisco San Jose	<b>Massachusetts</b> Boston	<b>Rhode Island</b> Providence
<b>Colorado</b> Colorado Springs Denver	<b>Michigan</b> Detroit Grand Rapids	<b>South Carolina</b> Charleston Greenville
<b>Connecticut</b> Hartford Stamford	<b>Minnesota</b> Minneapolis	<b>Tennessee</b> Chattanooga Memphis Nashville
<b>Florida</b> Jacksonville Miami Orlando Pensacola Tampa	<b>Mississippi</b> Jackson	<b>Texas</b> Austin Dallas Fort Worth Houston San Antonio
<b>Georgia</b> Atlanta	<b>Missouri</b> St. Louis	<b>Utah</b> Salt Lake City
<b>Idaho</b> Boise	<b>Nebraska</b> Omaha	<b>Virginia</b> Falls Church Norfolk Richmond Roanoke
<b>Illinois</b> Bloomington Chicago Metro Chicago	<b>Nevada</b> Las Vegas	<b>Washington</b> Seattle
<b>Indiana</b> Indianapolis	<b>New Jersey</b> Short Hills	<b>Wisconsin</b> Appleton Madison Milwaukee
<b>Iowa</b> Des Moines	<b>New York</b> Long Island New York	<b>Canada</b> Toronto Vancouver
	<b>North Carolina</b> Charlotte Greensboro Raleigh	
	<b>Ohio</b> Cincinnati Cleveland Columbus	

**Location of the office servicing any California account(s).**

Each of Apex's seven California-based offices service clients in their unique local market. If Apex is awarded any future work with the City resulting from this RFP, our Orange County office, located in Newport

Beach, will be the primary, dedicated office providing support for the City. Apex's other offices in California service the following areas:

- ▶ Los Angeles (located in El Segundo)
- ▶ San Diego (located in San Diego)
- ▶ East Bay, San Francisco (located in San Ramon)
- ▶ San Francisco (located in downtown San Francisco)
- ▶ San Francisco (located in San Bruno)
- ▶ San Jose (located in Santa Clara)

**Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.**

Apex Systems employs over 2,400 full-time internal employees across North America including more than 20 working in our Orange County office. Apex currently has over 18,000 consultants on assignment across North America.

**Location(s) from which employees will be assigned.**

Apex's Orange County account and recruiting team will be the primary employees assigned to supporting the City. Apex's client service approach aligns the support and services we provide by Geography, Industry, and Skill perspectives. This means that the City will receive support from a local account and recruiting team, which is overseen by local, regional and national leadership. Additionally, our industry alignment means that a Director, with over 12 years of experience supporting public sector clients, will oversee Apex's support of the City's business. Finally, our skill alignment means that our recruiters are skill-focused and supported by technical Practice Directors, which enables them to provide a higher caliber of candidate to the City.

Apex's back office infrastructure is comprised of Apex employees nationwide who will also provide support for any engagements with the City.

**Scalable Recruiting Solutions**

**Richmond Delivery Center**

- Large Volume Requests
- Remote Locations

**70+ Markets Across the U.S.**

**Skill Practice Teams**

- Infrastructure & Security
- Applications & Data Management
- Project Management & Business Operations
- Digital Experience & Content Strategy

**Eric Sholl**

*Executive Director, National Accounts  
State, Local, Education clients*

**Matthew Cheney**

*Senior Managing Director*

**Nick Bolger**

*Account Manager, Dedicated Point of Contact*

**Local and National Skill-Focused Recruiting**

**Applicant Tracking System**  
Three Million Candidates

**Compliance**  
Drug, Background and Credit

**Business Intelligence**  
Quality Assurance and Performance

**My Apex**  
Online Portal for Contractor and Client

**Accounting**  
Quick and accurate client accounting & support

**Back Office Support**

**Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.**

Apex's primary point of contact for a contract resulting from this RFP is as follows:

Name: Matthew Cheney

Address: 4100 Newport Place, Suite 410, Newport Beach, CA 92660

Phone Number: (949) 623-0003

**Company background/history and why Contractor is qualified to provide the services described in this RFP.**

As described in the Company Overview section on page 4 of this response, Apex has over 24 years of experience providing technical staffing and services to clients across all industries, including public sector entities. The following success stories serve as proof of Apex's qualifications to provide the services described in this RFP.

**Client: A large technology company**

**Challenge**

Our client's objective was to implement SharePoint to replace their existing Box Document Management System due to its inflexibility, licensing expiration and

limited functionality. Additionally, implementing a new system would minimize existing support personnel requirements. Our client had a limited budget and a tight timeline of seven weeks to complete the project to coincide with their transition to Office 365.

### **Resolution**

Following our CLEARSM engagement delivery framework, we gathered detailed requirements and created a technical design plan to replace the existing system with SharePoint as well as migrate existing content and documents to the new system. With the design and scope confirmed, we proceeded with configuration, customization and migration activities. Our team conducted user acceptance testing along with creating user and system administration training documents.

Other activities included:

- Installation of a SharePoint server and configuration to meet requirements
- Creation of a Document Management Hierarchy
- Migration of Documents and data to SharePoint server
- Testing and Training on Document Management process
- Development of Training Documents
- Post production support

We were able to minimize project costs and quickly deploy the resources required to stay within the tight timelines and limited budget. Once engaged, our engagement governance model allowed us to adhere to scope and schedules. Migration Services were successfully provided to perform the design, installation, configuration, migration and testing of the new SharePoint server on time and within the budget limitations.

**Client: One of the largest aerospace and defense firms**

### **Challenge**

Our client, one of the largest aerospace and defense firms, needed to hire Cloud Amazon Web Services (AWS) DevOps Engineers to migrate data centers from

physical servers to the cloud for the Department of Veterans Affairs (VA). The client was struggling to identify resources with the required skills that were available to work onsite at the VA. Apex was selected as a staffing partner because of our past success placing skilled professionals at competitive rates.

### **Resolution**

Apex identified qualified resources who were open to relocation, and showed them the advantages of the project by highlighting the perks of a long-term contract and the possibility of remote work. The resources Apex staffed performed work such as:

- Providing technical support in system architecture, system design, system integration and technical management
- Giving technical input to the systems engineering process for cloud-based systems
- Developing application and technical plans
- Directing VA customers in the installation and use of strategic products through education, problem solving, and critical situation resolution

The resources we placed with the client have become valued members of their team, and one has successfully been promoted to a leadership role. Since the project, Apex has become the top vendor for this client and is the first firm they reach out to when they are in need of reliable resources quickly.

### **Client: National public health institute**

#### **Challenge**

In compliance with a federal directive, our client required the establishment of a standardized tracking system for secure and reliable credentialing for all personnel with access to federally controlled facilities and information systems. In order to move from the current manual process to an automated process, the client needed to implement Personal Identity Verification (PIV) credential enrollment and issuance capabilities, while transitioning to PIV-compliant badges for contractors and employees.

#### **Resolution**

We provided a team of consultants to assist in the client's efforts of reaching compliance. Their tasks included:

- Application and system support, including front-line technical troubleshooting
- Oversight and training on the operation and usage of applications and equipment
- Assessment and verification of identity-proofing documents
- Compliance reporting and metrics derived from the newly implemented process

Moving our client's standardized tracking system from a manual to an automatic process, our solution generated the following results for the client:

- A process to track implementation of credentialing system, applications and equipment compliance
- Assurance of the validity of identity-proofing documentation
- A knowledge base for training and first level technical support
- A streamlined business process for tracking label changes

This project was completed on time and within budget.

**Length of time Contractor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.**

Apex's 24 years of business experience includes supporting both, private and public sector entities, including State and Local Government entities, as demonstrated in the success stories provided in the sections above. Our support of State and Local Government clients is led by a dedicated director with over 12 years of experience serving government entities. Apex has placed over 2,000 IT consultants in support of engagements with State and Local government entities.

**Resumes for key staff to be responsible for performance of any contract resulting from this RFP.**

The qualifications of Apex's key staff to be responsible for performance of any contract resulting from this RFP are as follows:

**Local Account Team**

**Nick Bolger, Account Manager**



Account Manager, Nick Bolger, is responsible for continuous communication with City management and is the first point of contact for any issues related to the account and each specific engagement. Nick has been with Apex Systems for over six years both as a technical recruiter and now an Account Manager. Nick is also a local Long Beach resident.

**Matthew Cheney, Senior Managing Director**

Matt has been with Apex Systems in the Southern California marketplace for over thirteen years as a Recruiter, Account Manager and for the past five years, has served as Managing Director. He is very knowledgeable with the client base, industry trends and candidate pipelines throughout the market. As both a Recruiter and Account Manager, he supported Government Services clients and now oversees multiple programs supported by his team within the public sector space, including three local city and county engagements.

**National Industry Leadership**

**Eric Sholl, Executive Director, National Accounts-State, Local, Education**

A dedicated director, Eric Sholl, who has over 12 years of experience serving government entities, leads Apex's support of State, Local, and Education public sector clients. Throughout his career, he has helped establish valuable relationships with clients, such as State, Local and Education Industry accounts, as well as multiple government services systems integrators. Eric joined Apex in 2006 as a technical recruiter focusing on IT, Engineering and Government Services, where he was a valuable and productive asset and leader. Following several successful years as an Account Executive, Eric was again promoted to his current position responsible for business development and overall account management for State, Local, and Education public sector entities.

## Consulting Leadership

### **Mark Waterman, Engagement Managing Director**

Managing Director, Mark Waterman, who is a retired Navy Captain with over 27 years of experience in management consulting including previous "Big 4" consulting experience, oversees Apex's Consulting Services practice for Government clients.

## Practice Directors

### **Richard Stanley, Applications and Data Management Practice**

Practice Director, Richard Stanley, leads the Applications and Data Management Practice. Richard has over 20 years of development experience including leading large scale software development projects and architecting enterprise software solutions over a wide breadth of languages and technologies. His specialties include:

- Software architecture and design
- Data persistence and replication
- Multithreaded applications
- Digital application development

Additionally, he stays fully immersed in the user group community, providing technical training to and learning from other developers across the U.S.

### **Rob Burns, Infrastructure and Security Practice**

Rob Burns is the Practice Director for Infrastructure and Security. As a former CSO, Rob joined Apex having built multiple IT Risk Management practices for enterprise organizations around the country. Rob's 20 years of technical security experience enhances our capabilities as a leading provider of Information Security talent, while also continuing to establish partnerships with top security solution vendors.

### **Cate Murray, Project Management and Business Operations Practice**

Cate Murray is the PMP certified Practice Director for our Project Management and Business Operations Practice. Cate has over 13 years of professional experience and is

affiliated with numerous professional networking and leadership groups. She is a professional development author and speaker for MSSQLTips.com, as well as, a speaker for Project Summit Business Analyst World conferences. This Practice is focused within core project management and business analysis technologies.

### **David Muhammad, Digital Experience and Content Strategy Practice**

David Muhammad, Practice Director of our Digital Experience and Content Strategy Practice Group, has over 15 years of experience in deploying experience design and digital strategy solutions for Fortune 500 organizations. David's responsibility is to partner with our account teams and our clients to help design and support digital transformation efforts, as well as cultivate digital talent networks in each of our 70+ offices across North America.

**Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:**

- a) Financial Statement or Annual Report;
- b) Business tax return;
- c) Statement of income and related earnings;
- d) Statement of Changes in financial position;
- e) Letter from the proposer's banking institution;
- f) Statement from a certified public accounting firm.

As a division of ASGN, Inc., Apex is part of a large publicly traded company, therefore, all financial information, including audited financial reports, is made available on the Investors page of ASGN's website:

<https://investors.asgn.com/annual-reports>

Our revenue for the past three years is as follows:

- ▶ 2018 - \$2.3 Billion
- ▶ 2017 - \$2.037 Billion
- ▶ 2016 - \$1.836 Billion

## **9.2 Subcontractor Information**

### **9.2.1 Does this proposal include the use of subcontractors?**

### 9.2.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No  Initials *JA - Pover*

### 9.3 References

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

Information provided shall include:

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

Apex has provided the following references from similar projects performed for state and/or large local government clients within the last three years.

Reference #1	
Client Name	Perspecta @ County of San Diego
Project Description	BA Center of Excellence – we have placed 9 BAs in this space, including Craig Johnson – he was a CE that converted full time and took this team over. Let me know if you need more details. We have really boxed the competition out in this space.
Project Dates (Starting and Ending)	June 2018 – Present
Staff assigned to reference engagement that will be designated for work per this RFP	Eric Sholl, Executive Director, National Accounts – State, Local, Education clients
Client Project Manager Name and Telephone Number	Craig Johnson , 619-917-2287

<b>Reference #2</b>	
<b>Client Name</b>	County of Santa Clara
<b>Project Description</b>	Apex Systems has provided full IT Managed Services to the County of Santa Clara since 2014. Apex has hired over 36 technical consultants in support of the County of Santa Clara in the areas of Quality Assurance, Business Intelligence Analysis, Systems Engineering, ABAP/System/Software/SQL Programming, Project Management, Database/Business Intelligence/.NET Development, Security Architecture and Systems Administration. Apex has placed 6 Front End Developers under Mary Snow since October of 2018
<b>Project Dates (Starting and Ending)</b>	2014-Current
<b>Staff assigned to reference engagement that will be designated for work per this RFP</b>	Eric Sholl, Executive Director, National Accounts – State, Local, Education clients
<b>Client Project Manager Name and Telephone Number</b>	Mary Snow, 408-918-7012

<b>Reference #3</b>	
<b>Client Name</b>	City of Austin Water Utility
<b>Project Description</b>	Apex has supported Bill Ficke's Staff Aug needs since 2010, we have placed 9 contractor's on his team. We have placed 20 contractors at this client in various technical roles including: <ul style="list-style-type: none"> <li>• Sharepoint Developers/Admins</li> <li>• Asset Management</li> <li>• Desktop Support</li> <li>• Project Managers</li> <li>• Business Analysts</li> </ul>

<b>Project Dates (Starting and Ending)</b>	2010-Current
<b>Staff assigned to reference engagement that will be designated for work per this RFP</b>	Eric Sholl, Executive Director, National Accounts – State, Local, Education clients
<b>Client Project Manager Name and Telephone Number</b>	Bill Ficke, 512.972.0435

<b>Reference #4</b>	
<b>Client Name</b>	City of Colorado Springs
<b>Project Description</b>	Apex has provided IT Staff Augmentation support to the City of Colorado Springs since May of 2015. During that period of performance we have provided 22 IT Consultants in support of Staff Augmentation engagements to include; Application Development, Network/Systems/Solutions Engineering, Network/Systems Administration and Technical Support.
<b>Project Dates (Starting and Ending)</b>	May 2015-Current
<b>Staff assigned to reference engagement that will be designated for work per this RFP</b>	Eric Sholl, Executive Director, National Accounts – State, Local, Education clients
<b>Client Project Manager Name and Telephone Number</b>	Carl Nehls, 719-385-5715

<b>Reference #5</b>	
<b>Client Name</b>	City of Carrollton
<b>Project Description</b>	Apex began supporting the City of Carrollton, TX in June of 2018 and has placed 4 technical resources in Project Manager and Business Analyst roles.



<b>Project Dates (Starting and Ending)</b>	June 2018-Current
<b>Staff assigned to reference engagement that will be designated for work per this RFP</b>	Eric Sholl, Executive Director, National Accounts – State, Local, Education clients
<b>Client Project Manager Name and Telephone Number</b>	Redrick Johnson, 972-466-3188

**9.4 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.**

Apex will comply with any applicable and/or relevant regulations from the City of Long Beach as required.

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# EXHIBIT “B”

Cost/Rates



Part Two - Cost Proposal

City of Long Beach

Request for Proposals Number TI 19-027

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As-Needed Information Technology Professional  
Services

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Submitted by



October 8, 2019

**Proposed by:**

Matthew Cheney  
Senior Managing Director  
4100 Newport Place, Suite 410  
Newport Beach, CA 92660  
(949) 623-0003  
[mcheney@apexsystems.com](mailto:mcheney@apexsystems.com)  
<https://www.apexsystems.com>



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## Table of Contents

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PART 2 – COST PROPOSAL .....	3
------------------------------	---

## Part 2 - Cost Proposal

10.1 Contractors must provide detailed fixed prices, including out-of-pocket expenses, for all costs associated with the responsibilities and related services indicated herein. Clearly specify the nature of expenses anticipated and the amount of each category for out-of-pocket expenses.

Per Apex's standard policy, we provide every client with anticipated travel/expenses for prior approval at the onset of a project/engagement. For travel, Apex complies with Federal per diem.

10.2 Contractors proposing on the Application-Specific Services must specify the hourly rates for each classification of resource (e.g. Project Manager, Sr. Consultant, Consultant, DBA, etc.) in the format specified by the following table:

All Applications		
Resource Type	On-site hourly rate	Off-site hourly rate (inclusive of travel/expenses)
Business Analyst	\$59-\$77	\$62-\$81
Project Manager	\$73-\$101	\$77-\$106
Legacy System Programmer	\$85-\$90	\$89-\$95
Applications/Web Developer	\$80-\$90	\$84-\$95
Website/Graphic Designer	\$41-\$72	\$43-\$76
Database Administrator	\$69-\$100	\$72-\$105
Systems Support/Production Support Specialist	\$75-\$80	\$79-\$84
Android/iPhone Developer	\$76-\$117	\$80-\$123
Windows Server Administrator	\$55-\$78	\$58-\$82
Communications Network Specialists	\$56-\$86	\$59-\$90
Voice Communications Specialist (VoIP)	\$49-\$90	\$51-\$95
Wireless Communications Specialist (Radio Frequency (RF) & Wi-Fi)	\$47-\$111	\$49-\$117
Desktop Support Technician	\$37-\$50	\$39-\$53

10.3 Contractors proposing on the General IT Services must provide the following:

10.3.1 Provide the percentage markup for pass through staff.

30%

10.3.2 Provide sample hourly rates using existing resources for each of the positions listed in Exhibit A using the format specified in the following table:

Resource Type	On-site hourly rate	Off-site hourly rate (inclusive of travel/expenses)
Business Analyst	\$59-\$77	\$62-\$81
Project Manager	\$73-\$101	\$77-\$106
Legacy System Programmer	\$85-\$90	\$89-\$95
Applications/Web Developer	\$80-\$90	\$84-\$95
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Communications Network Specialists	\$56-\$86	\$59-\$90
Voice Communications Specialist (VoIP)	\$49-\$90	\$51-\$95
Wireless Communications Specialist (Radio Frequency (RF) & Wi-Fi)	\$47-\$111	\$49-\$117
Desktop Support Technician	\$37-\$50	\$39-\$53

10.4 Contractors proposing on the Project-Specific Services must specify hourly rates for project staff using the format specified in the following table:

Resource Type	On-site hourly rate	Off-site hourly rate (inclusive of travel/expenses)
Business Analyst	\$59-\$77	\$62-\$81
Project Manager	\$73-\$101	\$77-\$106

Legacy System Programmer	\$85-\$90	\$89-\$95
Applications/Web Developer	\$80-\$90	\$84-\$95
Website/Graphic Designer	\$41-\$72	\$43-\$76
Database Administrator	\$69-\$100	\$72-\$105
Systems Support/Production Support Specialist	\$75-\$80	\$79-\$84
Android/iPhone Developer	\$76-\$117	\$80-\$123
Windows Server Administrator	\$55-\$78	\$58-\$82
Communications Network Specialists	\$56-\$86	\$59-\$90
Voice Communications Specialist (VoIP)	\$49-\$90	\$51-\$95
Wireless Communications Specialist (Radio Frequency (RF) & Wi-Fi)	\$47-\$111	\$49-\$117
Desktop Support Technician	\$37-\$50	\$39-\$53
Consultant/Technical Subject Matter Expert	\$200	\$210
Engagement Delivery Coordinator	\$60	\$60
Engagement Manager	\$150	\$150
Engagement Managing Director	\$200	\$200

# EXHIBIT “C”

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City’s Representative(s):

Ryan Kurtzman

Office: 562.570.6911

[Ryan.kurtzman@longbeach.gov](mailto:Ryan.kurtzman@longbeach.gov)

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# EXHIBIT “D”

Materials/Information Furnished: None

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# EXHIBIT “E”

Consultant’s Key Employee(s):

Dan Oliver

Account Manager

Direct Line: (657) 400-7139