

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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AGREEMENT
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THIS AGREEMENT is made and entered, in duplicate, as of March 3, 2014, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on January 21, 2014, by and between BAKER CREW CONSULTING, INC., a corporation, located at 109 E. 17th Street, Suite 4431, Cheyenne WY, 82001-4543 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to be performed on an as-needed basis in connection with professional and technical services for information technology projects and systems ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals ("RFP"), attached hereto as Exhibit "A", and incorporated by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor 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 Four Hundred Thousand Dollars (\$400,000.00), at the rates or charges shown in Exhibit "A".

B. City shall pay Contractor in due course of payments following receipt from Contractor and approval by City of invoices showing the services or

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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 from the City.

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1 E. Contractor must adopt reasonable methods during the life of
2 the Agreement to furnish continuous protection to the work, and the equipment,
3 materials, papers, documents, plans, studies and other components to prevent
4 losses or damages, and will be responsible for all damages, to persons or
5 property, until acceptance of the work by the City, except those losses or damages
6 as may be caused by the City's own negligence.

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

10 2. TERM. The term of this Agreement shall commence on January 22,
11 2014, and shall terminate on January 22, 2016, unless sooner terminated as provided in
12 this Agreement, or unless the services or the Project is completed sooner. The term of
13 this Agreement may be extended for up to two (2), one (1) year terms at the discretion of
14 the City Manager or his designee.

15 3. COORDINATION AND ORGANIZATION.

16 A. Contractor shall coordinate its performance with City's
17 representative. Contractor shall advise and inform City's representative of the
18 work in progress on the Project in sufficient detail so as to assist City's
19 representative in making presentations and in holding meetings on the Project.

20 B. The parties acknowledge that a substantial inducement to City
21 for entering this Agreement was and is the reputation and skill of Contractor's key
22 employee Sandra Baker. City shall have the right to approve any person
23 proposed by Contractor to replace that key employee.

24 4. INDEPENDENT CONTRACTOR. In performing its services,
25 Contractor is and shall act as an independent contractor and not an employee,
26 representative or agent of City. Contractor shall have control of Contractor's work and
27 the manner in which it is performed. Contractor shall be free to contract for similar
28 services to be performed for others during this Agreement; provided, however, that

1 Contractor acts in accordance with Section 9 and Section 11 of this Agreement.
2 Contractor acknowledges and agrees that (a) City will not withhold taxes of any kind from
3 Contractor's compensation; (b) City will not secure workers' compensation or pay
4 unemployment insurance to, for or on Contractor's behalf; and (c) City will not provide
5 and Contractor is not entitled to any of the usual and customary rights, benefits or
6 privileges of City employees. Contractor expressly warrants that neither Contractor nor
7 any of Contractor's employees or agents shall represent themselves to be employees or
8 agents of City.

9 5. INSURANCE.

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

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

1 insurer waives its right of subrogation against City, its boards and
2 commissions, and their officials, employees and agents.

3 (b) Workers' Compensation insurance as required by the California
4 Labor Code and employer's liability insurance in an amount not less than
5 \$1,000,000. This policy shall be endorsed to state that the insurer waives
6 its right of subrogation against City, its boards and commissions, and their
7 officials, employees and agents.

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

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

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

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

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

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

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

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

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

23 H. The procuring or existence of insurance shall not be
24 construed or deemed as a limitation on liability relating to Contractor's
25 performance or as full performance of or compliance with the indemnification
26 provisions of this Agreement.

27 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
28 contemplates the personal services of Contractor and Contractor's employees, and the

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

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

20 8. MATERIALS. Contractor shall furnish all labor and supervision,
21 supplies, materials, tools, machinery, equipment, appliances, transportation and services
22 necessary to or used in the performance of Contractor's obligations under this
23 Agreement.

24 9. OWNERSHIP OF DATA. All materials, information and data
25 prepared, developed or assembled by Contractor or furnished to Contractor in connection
26 with this Agreement, including but not limited to documents, estimates, calculations,
27 studies, maps, graphs, charts, computer disks, computer source documentation,
28 samples, models, reports, summaries, drawings, designs, notes, plans, information,

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

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

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

26 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for
27 a breach of confidentiality with respect to Data that: (a) Contractor demonstrates
28 Contractor knew prior to the time City disclosed it; or (b) is or becomes publicly available

1 without breach of this Agreement by Contractor; or (c) a third party who has a right to
2 disclose does so to Contractor without restrictions on further disclosure; or (d) must be
3 disclosed pursuant to subpoena or court order.

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

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

21 15. 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
24 the City for any losses, costs, liabilities or damages suffered by the City, and all amounts
25 for which the City may be liable to third parties, by reason of Contractor's acts or
26 omissions in performing or failing to perform Contractor's obligations under this
27 Agreement. In the event that any claim is made by a third party, the amount or validity of
28 which is disputed by Contractor, or any indebtedness exists that appears to be the basis

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

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

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

23 18. PREVAILING WAGES.

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

1 Code section 1720.

2 B. In all bid specifications, contracts and subcontracts for any
3 such Public Work, Consultant shall obtain the general prevailing rate of per diem
4 wages and the general prevailing rate for holiday and overtime work in this locality
5 for each craft, classification or type of worker needed to perform the Public Work,
6 and shall include such rates in the bid specifications, contract or subcontract.
7 Such bid specifications, contract or subcontract must contain the following
8 provision: "It shall be mandatory for the contractor to pay not less than the said
9 prevailing rate of wages to all workers employed by the contractor in the execution
10 of this contract. The contractor expressly agrees to comply with the penalty
11 provisions of California Labor Code section 1775 and the payroll record keeping
12 requirements of California Labor Code section 1771."

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

16 20. INDEMNITY.

17 A. Consultant shall indemnify, protect and hold harmless City, its
18 Boards, Commissions, and their officials, employees and agents ("Indemnified
19 Parties"), from and against any and all liability, claims, demands, damage, loss,
20 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
21 costs and expenses, including attorneys' fees, court costs, expert and witness
22 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
23 whole or in part, out of or in connection with (1) Consultant's breach or failure to
24 comply with any of its obligations contained in this Agreement, including all
25 applicable federal and state labor requirements including, without limitation, the
26 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or
27 willful acts, errors, omissions or misrepresentations committed by Consultant, its
28 officers, employees, agents, subcontractors, or anyone under Consultant's control,

1 in the performance of work or services under this Agreement (collectively "Claims"
2 or individually "Claim").

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

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

17 D. The provisions of this Section shall survive the expiration or
18 termination of this Agreement.

19 21. FORCE MAJEURE. If any party fails to perform its obligations
20 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
21 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
22 governmental regulations, governmental controls, judicial orders, enemy or hostile
23 governmental action, civil commotion, fire or other casualty, or other causes beyond the
24 reasonable control of the party obligated to perform, then that party's performance will be
25 excused for a period equal to the period of such cause for failure to perform.

26 22. AMBIGUITY. In the event of any conflict or ambiguity between this
27 Agreement and any Exhibit, the provisions of this Agreement shall govern.

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23. NONDISCRIMINATION.

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

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

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

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

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

C. If the Consultant fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due

1 or to become due under the Agreement may be retained by the City. The City
2 may also pursue any and all other remedies at law or in equity for any breach.

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

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

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

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

27 27. WAIVER. The acceptance of any services or the payment of any
28 money by City shall not operate as a waiver of any provision of this Agreement or of any

1 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
2 Agreement shall not constitute a waiver of any other or subsequent breach of this
3 Agreement.

4 28. CONTINUATION. Termination or expiration of this Agreement shall
5 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
6 18, 21 and 28 prior to termination or expiration of this Agreement.

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

15 30. ADVERTISING. Contractor shall not use the name of City, its
16 officials or employees in any advertising or solicitation for business or as a reference,
17 without the prior approval of the City Manager or designee.

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

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

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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.

BAKER CREW CONSULTING, INC., a corporation

3/21/14, 2014

By Sandra Baker
President

Sandra Baker
Type or Print Name

3/21/2014, 2014

By Byron E. Baker
Secretary

BYRON E. BAKER
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

4.15, 2014

By [Signature]
Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

This Agreement is approved as to form on March 28, 2014.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

Exhibit A

Original

City of Long Beach

Request For Proposal Number TS 14-011
For
Information Technology Professional Services

Narrative/Technical Response

Due: November 27, 2013

Company Name: BakerCrew Consulting, Inc. Contact Person: Sandy Baker

Address: 109 E. 17th Street, Suite 4431, Cheyenne, WY 82001

Telephone: (916) 365-6698 Fax: (916) 987-5759

Federal Tax ID No. 

Prices contained in this proposal are subject to acceptance within 60 calendar days.

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

Date: 11/25/2013

Signed: _____

Sandy Baker

Print Name and Title: _____

Sandy Baker, President

The following sections relate to the sections in the RFP:

7.0 PROJECT SPECIFICATIONS

7.1 Application Specific Services

Application	Version
Hansen CDR/Billing	8.3x

BakerCrew is proposing to support the Hansen CDR/Billing product. BakerCrew staff has over 10 years of experience implementing the Hansen CDR product, with the most recent experience in the newest Hansen 8 version (8.3). Section 9.0 provides additional information about BakerCrew's experience with the Hansen CDR/Billing product.

7.4 Additional Requirements

7.4.1 Candidate Screening Process

BakerCrew candidates are screened first based on skill set. Candidates must have the desired skills and experience with the Hansen product and public sector regulation. The candidate undergoes an in-person interview and is screened with a series of product and business questions. Additionally, references are checked and verified.

7.4.2 There is no minimum term when placing consultants.

7.4.3 There are no penalties to the City or the consultant if the consultant applies for and is hired to an internal City position.

7.4.4 BakerCrew *is unable* to provide local resources. However, most of BakerCrew's resources are located in California and have experience implementing the Hansen product in California jurisdictions.

7.4.5 BakerCrew *is able* to provide a fixed bid based on requirements.

7.4.6 BakerCrew has the following additional "value added" services":

Architecture services:

System assessment, security, system design including technology training for the customer to better

deploy and utilize system resources for critical business systems.

Database Administration Support:

Oracle 10/11g and SQL Server platform support. Performance Tuning, Backup/Recovery and replication design, deployment and training.

Capacity Planning:

BakerCrew offers top-down capacity analysis and forecasting for data and user growth.

Change Management:

Change Management processes which are custom designed for Hansen 7 and 8 products and your specific deployment.

Problem Management:

Our deep understanding of public sector business process coupled with strong domain expertise with Hansen products provides fast and accurate problem resolution, including root cause analysis to ensure remediation solves the issue.

9.0 COMPANY BACKGROUND AND REFERENCES

9.1 PRIMARY CONTRACTOR INFORMATION

COMPANY PROFILE:

BakerCrew Consulting, Inc. is an IT consulting firm focused on delivering quality technical services for public entities. Our team is made up of IT professionals with expertise in Hansen software implementation, database management, and system integration. Collectively, we have the functional processes and technical expertise necessary to bridge an organizations needs during Project Implementation. Each individual on our team has successfully accomplished Project Implementation of the Hansen product from start to finish. Our successes have been completed on time, within budget, and within scope projects.

BakerCrew Consulting, Inc. was incorporated in the state of California in April, 2006, but has since moved to the state of Wyoming. The company office is located in Cheyenne, Wyoming. All California accounts are serviced from the Cheyenne office. Our company is registered with the State of California as an out-of-state vendor. The company is owned by Byron and Sandy Baker. The company has a total of 7 employees. All employees are located in California or Wyoming and are assigned from the Cheyenne office.

POINT OF CONTACT:

The point of contact for this contract is Sandy Baker at P.O. Box 3848, Alpine, WY, 83128 (916) 365-6698

COMPANY BACKGROUND/HISTORY:

BakerCrew Consulting is a company made up of IT professionals who have extensive experience implementing custom and packaged software solutions, with competency implementing all versions of the Hansen software. All of the BakerCrew employees have Hansen module experience with extensive expertise in Permitting, Code Enforcement, Business & Trade Licensing, Cashiering, Customer Service, Dynamic Portal and Asset Management.

Along with product expertise, BakerCrew has solid business knowledge in the areas of Planning Entitlements, Building Permits, Code Enforcement, Business Licensing, Environmental Health, Public Works Permitting, Billing and Asset Management. This knowledge allows BakerCrew to move efficiently through each of the implementation steps/phases to deliver Hansen product solutions that meet the user's needs and expectations.

BakerCrew has the following Hansen skill sets:

- Project Manager/Technical Lead
- Configuration Specialist
- Report Developer
- Trainer
- Conversion Specialist
- Interface Developer
- Hansen 7/8 installer
- Database Administrator (Oracle, SQL Server, DB2, Sybase)

LENGTH OF TIME PROVIDING SERVICES:

As a company, BakerCrew has been providing Hansen implementation services for 7 years. However, since most of the BakerCrew's employees are previous Hansen employees, collectively we have over 30 years of experience implementing the CDR Hansen product in both large and small jurisdictions.

Since becoming a company, BakerCrew has done a variety of Hansen implementations ranging from developing extensive CDR management reports for the City of Philadelphia to implementing the entire Hansen CDR suite of products, including IVR and mobile solutions, for departments within the City of Vancouver, Washington.

Additionally, BakerCrew has extensive database and networking expertise. In the past 3 years BakerCrew redesigned the Bureau of Automotive

Repair's data warehouse and developed statistical reports to manage compliance within smog check stations. BakerCrew also wrote several custom programs to facilitate real-time energy trading for the California-ISO.

Resumes of Proposed BakerCrew Resources:

Sandy Baker

NAME	ROLE IN THIS CONTRACT	YEARS EXPERIENCE
Sandy Baker Alpine, WY	Project Manager Business Analyst Configuration Specialist Conversion/Interface Specialist Trainer Reports Analyst	a. TOTAL WITH CURRENT FIRM a. 22 yrs total IT experience b. 7 yrs BakerCrew Consulting 11 yrs with Hansen software

FIRM NAME AND LOCATION (City and State)

BakerCrew Consulting (Cheyenne, WY) -7 years
 Hansen Information Technologies (Rancho Cordova, CA) – 6 years

EDUCATION (DEGREE AND SPECIALIZATION)

BA English, University of California, Davis

OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Hansen V7 & V8 user and configuration training
 MS-Access, MS-Visio, MS-Project, SQL, Terminal Server User
 Access, Oracle, SQL database training
 PL/SQL & Transact SQL Developer
 System Architect, Rational Rose Case Tool Training

Jess Morgan

NAME	ROLE IN THIS CONTRACT	YEARS EXPERIENCE
		a. TOTAL WITH CURRENT FIRM
Jess Morgan Sacramento, CA	Configuration Specialist	a. 14 yrs total IT experience
	Business Analyst	b. 6 years, BakerCrew
	Report Developer	c. 8 yrs Hansen Technologies

FIRM NAME AND LOCATION (City and State)

BakerCrew Consulting (Cheyenne, WY) – 6 years

Hansen Information Technologies (Rancho Cordova, CA) – 8 years

EDUCATION (DEGREE AND SPECIALIZATION)

OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Hansen V7 and V8 user and configuration training
 MS-Access, MS-Visio, MS-Word, Excel
 Training curriculum development
 PL/SQL & Transact SQL Developer, MS-Access, MS-Visio
 Visual Basic

Michelle Mckinney

NAME	ROLE IN THIS CONTRACT	YEARS EXPERIENCE
		a. TOTAL WITH CURRENT FIRM
Michelle Mckinney Elk Grove, CA	Configuration Specialist	a. 15 yrs total IT experience
	Data Service Specialist	b. 6 yrs BakerCrew
	P/L SQL/Transact Developer	9 yrs Hansen software
	Interface/Conversion Developer	
	Report Developer	

FIRM NAME AND LOCATION (City and State)

BakerCrew Consulting (Cheyenne, WY) - 6 years

Hansen Information Technologies (Rancho Cordova, CA) – 6 years

EDUCATION (DEGREE AND SPECIALIZATION)

AA Liberal Arts, Solano Community College, Suisan, CA 2000

OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Hansen V7 and V8 user and configuration training
 MS-Access, MS-Visio, MS-Project, SQL, Terminal Server User
 Access, Oracle, SQL database training
 PL/SQL, Transact Developer
 Oracle 8i, 9i, 10g , SQL Server 2005, 2008
 Crystal Reports
 C, C++, Visual Basic

Karen Jaramillo

NAME	ROLE IN THIS CONTRACT	YEARS EXPERIENCE
Karen Jaramillo Granite Bay, CA		a. TOTAL WITH CURRENT FIRM
	Business Analyst	a. 15 yrs total IT experience
	Configuration Specialist	b. 3 yrs BakerCrew experience
	Trainer	6 yrs Hansen software

FIRM NAME AND LOCATION (City and State)

BakerCrew Consulting (Cheyenne, WY) - 3 years

Hansen Information Technologies (Rancho Cordova, CA) - 6 years

EDUCATION (DEGREE AND SPECIALIZATION)

BA Business, Loyola Marymount

OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Hansen V7 and V8 user and configuration training
MS-Access, MS-Visio
Training curriculum development
End User Training of Hansen V7 and V8
Configuration Specialist

9.2 SUBCONTRACTOR INFORMATION

9.2.1 This proposal does not include the use of subcontractors.

Initials: _____

9.3 REFERENCES**Client Name: Marin County, CA, Community Development Agency****Project Description: Implementation of Hansen 8 for the Community Development Agency, automating Code Enforcement, Planning, Building and Environmental Health.**

BakerCrew's role was to implement Customer Service, Code Enforcement and CDR Billing in the Hansen 8 product for both the Code Enforcement and Environmental Health departments. Additionally, BakerCrew trained and equipped the Marin project team to implement future phases of the Hansen 8 product using BakerCrew's implementation methodology for the Hansen 8 product.

Project Dates:Start Date: July 6, 2010
Feb, 2011End Date: December 8, 2010
In progress**Technical Environment:**

Implemented Hansen 8.2.1, 8.2.2 with SQL Server 2008, IIS 7, Crystal Enterprise 2008. Products: Code Enforcement, CDR Billing, Customer Service, Dynamic Portal for Customer Service, Licensing, Building

Sandy Baker, Project Manager, Business Analyst
Michelle Mckinney, Configuration Specialist, Report Developer, Interface Developer, Conversion Specialist
Jess Morgan, Configuration Specialist, Business Analyst, Report Developer

Client Contact:

Name: Inge Lundegaard, Project Manager
Telephone Number: (415) 473-7186

Client Name: City of Rancho Cordova, Rancho Cordova, CA

Project Description: Implementation of the CDR suite of products, automating Planning, Building, Code Enforcement, Business Licensing and Public Works, integrating the Hansen solution with Finance, IVR and MobileHWY for mobile inspections. Additionally, BakerCrew customized and tested the Dynamic Portal product for Building Permits and Business Licensing.

BakerCrew's role was to perform all phases of implementation, including Project Management, Business Analysis, Configuration, Report Development, Conversion, Interface Development, User Acceptance Testing, End User Training and on-going support of all CDR and Asset Management modules.

Project Dates:

Start Date: Nov. 7, 2012

End Date: Nov 22, 2013

Technical Environment:

Implemented Hansen(Infor) 8.3 with SQL Server 2010, Crystal2008, and an IVR solution. Products: Building Permits, Use Permits, Planning Entitlements, Code Enforcement, Public Works, Business Licensing, IVR

Staff Assigned:

Sandy Baker, Project Manager, Business Analyst
Michelle Mckinney, Configuration Specialist, Report Developer, Interface Developer, Conversion Specialist
Jess Morgan, Configuration Specialist, Business Analyst, Report Developer
Karen Jaramillo, Configuration Specialist, Production Support, Trainer
Byron Baker, DBA, Infrastructure Support, Performance & Tuning
Ron Jones, Web Developer, DP Developer

Client Contact:

Name: Jay Hadley, IT Manager
Telephone Number: (916) 851-8911

Client Name: City of Vancouver, WA

Project Description: Implementation of the Hansen 8.2.3 CDR suite of products, automating Planning, Building, Code Enforcement, and Engineering permitting, integrating the Hansen solution with Finance, IVR and ProjectDox for online plan review. Additionally, BakerCrew customized and tested the Dynamic Portal product for Building Permits.

BakerCrew's role was to perform all phases of implementation, including Project Management, Business Analysis, Configuration, Report Requirements, Conversion, Interface Requirements, User Acceptance Testing, End User Training and on-going support of all CDR modules

Project Dates:

Start Date: October, 2011 End Date: April, 2013

Technical Environment:

Hansen 8.2.3 with Oracle 11, Crystal and SSRS, IIS 8.0

Staff Assigned:

Sandy Baker, Project Manager, Business Analyst
Jess Morgan, Business Analyst, Configuration Specialist
Michelle Mckinney, Configuration Specialist, Conversion Developer
Ron Jones, Web Developer, DP Developer

Client Contact:

Name: Rich McKee, Project Manager
Telephone Number: (360) 487-7670

Client Name: City of Boston, Inspectional Services, Boston, MA

Project Description: Requirement and configuration support for implementing Hansen 8 for the Housing Division.

BakerCrew's role was to structure the project plan for the current project team, perform business analysis and document the business requirements for the Rental Inspection, Title 5, 5 Year Alternative Inspection Plan, and Senior Security programs within the Housing Division. Additionally, BakerCrew tested and supported the Hansen 8 configuration of these programs.

Project Dates:

Start Date: March, 2010

End Date: June 2010

Technical Environment:

Hansen 8.09 with SQL Server 2005, Crystal10, IIS 6.0

Staff Assigned:

Sandy Baker, Business Analyst

Jess Morgan, Configuration Specialist

Client Contact:

Name: Dion Irish, Assistant Commissioner of Housing

Telephone Number: (617) 961-3311

9.4 BUSINESS LICENSE

BakerCrew understands the requirement to obtain a business license in the City of Long Beach and to pay a business license tax if awarded this contract.

11.0 TERMS, CONDITIONS, AND EXCEPTIONS

BakerCrew has read and understands the terms and conditions.

Attachment B

PRO-FORMA AGREEMENT

[Depending on service, a different pro-forma agreement may be used. Contact Purchasing or your department's attorney.]

[Insurance requirements may also change; contact Risk Management.]

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.

Sandy Baker, 11/25/13

Authorized signature and date

Sandy Baker, President

Print Name & Title

Attachment D

Acceptance of Certification

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

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the Excluded Parties List System at www.epis.gov to make sure that vendors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business. The finding that "Your search returned no results" is an indicator of compliance.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspend, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

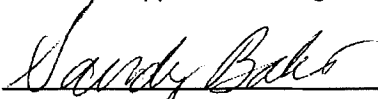
***If you have any questions on how to complete this form, please contact the
City of Long Beach, Business Relations, Purchasing Division at 562-570-6200***

Debarment, Suspension, Ineligibility Certification

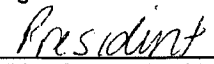
(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

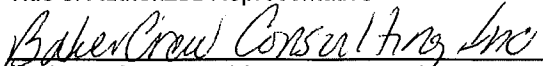
1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
 - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
 - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
2. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.



Signature of Authorized Representative



Title of Authorized Representative



Business/Contractor/ Agency



Date

Attachment E

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See specific instructions on page 2.	Name (as shown on your income tax return) <i>BakerCrew Consulting</i>	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <i>109 E. 17th Street, Ste 4431</i>	Requester's name and address (optional)
City, state, and ZIP code <i>Chayenne, Wyoming 82001</i>		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Sandy Baker</i>	Date ▶ <i>11/25/13</i>
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Original

City of Long Beach
Request For Proposal Number TS 14-011
For
Information Technology Professional Services
Cost Proposal

Due: November 27, 2013

Company Name: BakerCrew Consulting, Inc. Contact Person: Sandy Baker

Address: 109 E. 17th Street, Suite 4431, Cheyenne, WY 82001

Telephone: (916) 365-6698 Fax: (916) 987-5759

Federal Tax ID No. 

Prices contained in this proposal are subject to acceptance within 60 calendar days.

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

Date: 11/25/2013

Signed: _____

Sandy Baker

Print Name and Title: _____

Sandy Baker, President

The following sections relate to the sections in the RFP:

10.0 COST

10.1 BakerCrew is bidding on the Application Specific Services. No overtime rates are applicable.

Name of application to be supported	On-site hourly rate (includes of travel/expenses)	Off-site hourly rate
Project Manager/Technical Lead	\$ 185.00	\$ 160.00
Business Analyst	\$ 155.00	\$ 130.00
Configuration Specialist	\$ 155.00	\$ 130.00
Report Developer	\$ 155.00	\$ 130.00
Trainer	\$ 155.00	\$ 130.00
Conversion Developer	\$ 155.00	\$ 130.00
Interface Developer	\$ 155.00	\$ 130.00

11.0 TERMS, CONDITIONS, AND EXCEPTIONS

BakerCrew has read and understands the terms and conditions.