

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

AGREEMENT

36573

THIS AGREEMENT is made and entered, as of March 10, 2023, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on January 24, 2023, by and between NANCY K. BOHL, INC. DBA THE COUNSELING TEAM INTERNATIONAL, a California corporation ("Contractor"), with a place of business at 1881 Business Center Drive, Suite 11, San Bernardino, California 92408, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with critical incident and counseling services for certain personnel within the Long Beach Police, Long Beach Fire, and Long Beach Disaster Preparedness and Emergency Communications Departments ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals, RFP No. RFP HR22-038 ("RFP"), attached hereto as Exhibit "A-1", 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. Contractor shall furnish specialized services more particularly described in Exhibit "B", 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, in an annual amount not to exceed

1 Two Hundred Fifty Thousand Dollars (\$250,000), at the rates or charges shown in  
2 Exhibit "B".

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

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

19 D. By executing this Agreement, Contractor warrants that  
20 Contractor (a) has thoroughly investigated and considered the scope of services to  
21 be performed, (b) has carefully considered how the services should be performed,  
22 and (c) fully understands the facilities, difficulties and restrictions attending  
23 performance of the services under this Agreement. If the services involve work upon  
24 any site, Contractor warrants that Contractor has or will investigate the site and is  
25 or will be fully acquainted with the conditions there existing, prior to commencement  
26 of services set forth in this Agreement. Should Contractor discover any latent or  
27 unknown conditions that will materially affect the performance of the services set  
28 forth in this Agreement, Contractor must immediately inform the City of that fact and

1 may not proceed except at Contractor's risk until written instructions are received  
2 from the City.

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

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

12 2. TERM. The term of this Agreement shall commence at midnight on  
13 May 1, 2023, and shall terminate at 11:59 p.m. on April 30, 2026, unless sooner terminated  
14 as provided in this Agreement, or unless the services or the Project is completed sooner.  
15 The term may be extended for three (3) additional one-year periods, at the discretion of  
16 the City Manager.

17 3. COORDINATION AND ORGANIZATION.

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

26 B. The parties acknowledge that a substantial inducement to City  
27 for entering this Agreement was and is the reputation and skill of Contractor's key  
28 employee, named in Exhibit "E" attached to this Agreement and incorporated by this

1 reference. City shall have the right to approve any person proposed by Contractor  
2 to replace that key employee.

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

15 5. INSURANCE.

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

21 (a) Commercial general liability insurance equivalent in coverage  
22 scope to ISO CG 00 01 10 93 naming the City of Long Beach and its  
23 officials, employees, and agents as additional insureds on a form equivalent  
24 in coverage scope to ISO CG 20 26 11 85 from and against claims,  
25 demands, causes of action, expenses, costs, or liability for injury to or death  
26 of persons, or damage to or loss of property arising out of activities or work  
27 performed by or on behalf of the Contractor in an amount not less than One  
28 Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US

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\$2,000,000) in general aggregate. Such insurance shall not exclude coverage for abuse and molestation.

(b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach and its officials, employees, and agents.

(c) If use of a vehicle is part of the scope of services, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 ("any auto").

(d) Electronic data processing liability and cyberspace/online liability in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Agreement.

(e) Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the services provided pursuant to this Agreement.

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

C. Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same

1 extent as the Contractor and to maintain insurance in compliance with the provisions  
2 of this section.

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

17 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
18 contemplates the personal services of Contractor and Contractor's employees, and the  
19 parties acknowledge that a substantial inducement to City for entering this Agreement was  
20 and is the professional reputation and competence of Contractor and Contractor's  
21 employees. Contractor shall not assign its rights or delegate its duties under this  
22 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
23 of City, except that Contractor may with the prior approval of the City Manager of City,  
24 assign any moneys due or to become due Contractor under this Agreement. Any  
25 attempted assignment or delegation shall be void, and any assignee or delegate shall  
26 acquire no right or interest by reason of an attempted assignment or delegation.  
27 Furthermore, Contractor shall not subcontract any portion of its performance without the  
28 prior approval of the City Manager or designee, or substitute an approved sub-Contractor

1 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
2 prevent Contractor from employing as many employees as Contractor deems necessary  
3 for performance of this Agreement.

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

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

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

25 10. TERMINATION. Either party shall have the right to terminate this  
26 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
27 prior notice to the other party. In the event of termination under this Section, City shall pay  
28 Contractor for services satisfactorily performed and costs incurred up to the effective date

1 of termination for which Contractor has not been previously paid. The procedures for  
2 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
3 termination, Contractor shall deliver to City all Data developed or accumulated in the  
4 performance of this Agreement, whether in draft or final form, or in process. And,  
5 Contractor acknowledges and agrees that City's obligation to make final payment is  
6 conditioned on Contractor's delivery of the Data to City.

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

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

21           13. ADDITIONAL SERVICES. The City has the right at any time during  
22 the performance of the services, without invalidating this Agreement, to order extra work  
23 beyond that specified in the RFP or make changes by altering, adding to or deducting from  
24 the work. No extra work may be undertaken unless a written order is first given by the City,  
25 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.  
26 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in  
27 the time to perform of One Hundred Eighty (180) days or less, may be approved by the  
28 City Representative. Any greater increases, taken either separately or cumulatively, must



1 be approved by the City Council. It is expressly understood by Contractor that the  
2 provisions of this paragraph do not apply to services specifically set forth in the RFP or  
3 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that  
4 the services to be provided pursuant to the RFP may be more costly or time consuming  
5 than Contractor anticipates and that Contractor will not be entitled to additional  
6 compensation for the services set forth in the RFP.

7           14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
8 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
9 amounts the payment of which may be in dispute or that are necessary to compensate the  
10 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
11 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
12 performing or failing to perform Contractor's obligations under this Agreement. In the event  
13 that any claim is made by a third party, the amount or validity of which is disputed by  
14 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
15 City may withhold from any payment due, without liability for interest because of the  
16 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
17 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
18 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

1 federal and state labor standards, including the prevailing wage provisions of sections 1770  
2 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
3 marshal, health officer, building inspector, or other officer of every governmental agency  
4 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be  
5 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in  
6 conflict with any applicable laws, but the remainder of the Agreement will remain in full  
7 force and effect.

8 17. PREVAILING WAGES.

9 A. Contractor agrees that all public work (as defined in California  
10 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
11 Work"), if any, shall comply with the requirements of California Labor Code sections  
12 1770 *et seq.* City makes no representation or statement that the Project, or any  
13 portion thereof, is or is not a "public work" as defined in California Labor Code  
14 section 1720.

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

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

1                   19.    INDEMNITY.

2                   A.     Contractor shall indemnify, protect and hold harmless City, its  
3                   Boards, Commissions, and their officials, employees and agents ("Indemnified  
4                   Parties"), from and against any and all liability, claims, demands, damage, loss,  
5                   obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
6                   costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
7                   and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
8                   in part, out of or in connection with (1) Contractor's breach or failure to comply with  
9                   any of its obligations contained in this Agreement, including all applicable federal  
10                  and state labor requirements including, without limitation, the requirements of  
11                  California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
12                  omissions or misrepresentations committed by Contractor, its officers, employees,  
13                  agents, subcontractors, or anyone under Contractor's control, in the performance of  
14                  work or services under this Agreement (collectively "Claims" or individually "Claim").

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

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

1 D. The provisions of this Section shall survive the expiration or  
2 termination of this Agreement.

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

11 21. AMBIGUITY. In the event of any conflict or ambiguity between this  
12 Agreement and any Exhibit, the provisions of this Agreement shall govern.

13 22. NONDISCRIMINATION.

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

26 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
27 accordance with the provisions of the Ordinance, this Agreement is subject to the  
28 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the

1 Long Beach Municipal Code, as amended from time to time.

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

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

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

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

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

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

25           24.    NOTICES. Any notice or approval required by this Agreement shall  
26 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
27 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
28 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy

1 to the City Clerk at the same address. Notice of change of address shall be given in the  
2 same manner as stated for other notices. Notice shall be deemed given on the date  
3 deposited in the mail or on the date personal delivery is made, whichever occurs first.

4 25. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

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

1 Agreement shall not constitute a waiver of any other or subsequent breach of this  
2 Agreement.

3 28. CONTINUATION. Termination or expiration of this Agreement shall  
4 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled  
5 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and  
6 "Audit" 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-Misc.  
9 Contractor shall be solely responsible for payment of all federal and state taxes resulting  
10 from payments under this Agreement. Contractor shall submit Contractor's Employer  
11 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not  
12 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.  
13 Contractor acknowledges and agrees that City has no obligation to pay Contractor until  
14 Contractor provides one of these numbers.

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

NANCY K. BOHL, INC. DBA THE COUNSELING TEAM INTERNATIONAL, a California corporation

April 19, 2023

By SA Adams PhD MFT  
Name Stephen A. Adams, PhD MFT  
Title President

April 19, 2023

By Julie Castro Koot  
Name Julie Castro Koot  
Title CFO

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"Contractor"

CITY OF LONG BEACH, a municipal corporation

April 28, 2023

By Linda J. Sabers  
City Manager

"City"

This Agreement is approved as to form on April 27, 2023.

DAWN MCINTOSH, City Attorney

By Steph J. Anderson  
Assistant

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



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DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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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.

NANCY K. BOHL, INC. DBA THE COUNSELING TEAM INTERNATIONAL, a California corporation

April 19, 2023

By SA Odom PhD MFT  
Name Stephen A. Odom, PhD MFT  
Title President

April 19, 2023

By Julie Castro Koot  
Name Julie Castro Koot  
Title CFO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

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

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

"City"

This Agreement is approved as to form on \_\_\_\_\_, 2023.

DAWN MCINTOSH, City Attorney

By \_\_\_\_\_  
Assistant

# EXHIBIT “A-1”

Request for Proposals (RFP) HR22-038



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

**City of Long Beach**  
**Request for Proposals Number HR22-038**  
 for  
**Critical Incident Support and Counseling Services**

Release Date:	March 15, 2022
Questions Due to the City:	March 29, 2022
Posting of the Q & A:	April 12, 2022
Due Date:	April 26, 2022

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

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

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

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

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

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

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

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

Signed \_\_\_\_\_

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

Rev 2016 0919



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

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**ATTACHMENTS**

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

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

## 1. OVERVIEW OF PROJECT

The City of Long Beach (City) is the seventh-largest city in California and employs over 6,100 full and part-time personnel in 22 departments throughout the City.

The City is seeking proposals from qualified firms with experience in providing critical incident support services for front-line public safety and supporting personnel for the following departments:

- The Police Department;
- The Fire Department; and
- The Disaster Preparedness and Emergency Center (911 Dispatchers).

Services will include short-term counseling, employee training, referrals to long-term care options, critical incident support, and response. The awarded contractor (s) will be working with the departments listed above on an as-needed basis to perform critical incident support and counseling services for sworn and civilian front-line public safety staff and their eligible, immediate family members.

The Department of Human Resources will oversee the contract, including terms, performance, administration, and invoice payments.

Please be advised that the City will consider awarding more than one contract under this RFP based on the Proposers' expertise and ability to provide services to one or more of the different types of sworn personnel outlined above and in this document.



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## 2. ACRONYMS/DEFINITIONS

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

<b>Awarded Contractor</b>	The organization(s)/individual(s) that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
<b>City</b>	The City of Long Beach and any department or agency identified herein
<b>Contractor</b>	Organization/individual submitting a proposal in response to this RFP.
<b>Department</b>	City of Long Beach, Department of Human Resources.
<b>DPEC</b>	Disaster Preparedness and Emergency Communications.
<b>FD/LBFD</b>	City of Long Beach, Long Beach Fire Department.
<b>PD / LBPD</b>	City of Long Beach, Long Beach Police Department.
<b>Evaluation Committee</b>	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>Proposer</b>	See "Contractor".
<b>RFP</b>	Request for Proposals.
<b>Shall / Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b>Should</b>	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
<b>Subcontractor</b>	Third party not directly employed by the Contractor who will provide services identified in this RFP.



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### 3. SCOPE OF PROJECT

The City invites qualified professionals to provide critical incident intervention and support services for DPEC, the LBFD, and the LBPB. The awarded contractor(s) will be used on an as-needed basis to provide counseling, training, and critical incident support for front-line public safety personnel and their families. Please note the following information:

- **DPEC employs approximately 57 Emergency 911 Dispatchers (of which 52 are full-time employees) and 27 non-dispatcher personnel.**
- **LBFD employs approximately 375 sworn personnel and 286 civilian personnel (of which 97 are full-time employees).**
- **LBPB employs approximately 748 sworn personnel (of which 735 are full-time employees) and 295 civilian personnel.**

#### 3.1 Basic Services

- 3.1.1 Contractor shall provide short-term counseling services to the specific employees and their eligible immediate family members, as defined in the RFP.
- 3.1.2 Counseling, training, and critical incident response services shall be provided by certified Mental Health Practitioners who possess the required education, California-certified licenses, and credentials to offer such services. Furthermore, Mental Health Practitioners shall have demonstrated competence and experience working with other public safety organizations and public safety crisis intervention deployments.
- 3.1.3. Should the Mental Health Practitioner determine that an eligible employee or eligible family member be deemed to require long-term treatment, the Mental Health Practitioner shall provide referrals to a long-term care solution that the participating employee or family member may pursue.
- 3.1.4. Provide counseling services and scheduling options in a manner flexible and convenient to accommodate DPEC, LBFD, and LBPB personnel who work traditional and non-traditional work hours. Provide counseling and support on-call services on 24 hours, seven (7) days a week basis.
- 3.1.5. Provide supplemental trainings that assist front-line public safety personnel and their families in the areas of critical incidents (i.e., natural disasters, school shootings, line of duty deaths, suicide prevention, work/life balance, healthy relationships, etc.).



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- 3.1.6. Provide counseling and support services in the event of critical incidents and other high-stress events that emerge without any pre-planning or advanced notice. The assigned Mental Health Practitioner(s) must respond to a designated location within three (3) hours of receiving a request from any of the departments outlined in the RFP. In-person counseling services shall be provided to eligible employees impacted by the incident and requesting services.
- 3.1.7. Demonstrate the ability to maintain the strictest levels of confidentiality for all participating employees and eligible family members. Records must be kept in accordance with California State laws, Federal regulations, and any other code of ethics or guidelines pertaining to the Mental Health Profession.
- 3.1.8. Contractor must be an International Critical Incident Stress Foundation (ICISF) Certified Trainer for Peer Support, Crisis Intervention, and any other courses pertaining to managing critical incidents. The contractor must be able to provide hostage/crisis negotiation support and hold certificates from Hostage/Crisis Negotiation Training. Peer Support Training must be California STC and POST certified.
- 3.1.9. Demonstrate the ability to provide clear and concise employee communications and/or templates (i.e., print, electronic) that can be used to promote the availability of the services provided in the contract.

### 3.2 Invoices and Records

- 3.2.1 Invoices shall be submitted monthly via email to [HR-AcctsPay@longbeach.gov](mailto:HR-AcctsPay@longbeach.gov), no later than 30 days after the end of each month.
- 3.2.2 Summative monthly metrics by department shall be delivered to the Department of Human Resource designee(s) and will be forwarded to the identified department contacts. Monthly metrics shall include anonymous information related to the usage of services. Monthly metrics shall include the number of employees and number of family members who participate in counseling services, the number of counseling sessions provided per individual, number of referrals, the number of group counseling sessions and number of trainings provided.





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**4. SUBMITTAL INSTRUCTIONS**

4.1 **For questions regarding this RFP, submit all inquiries via email to [rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov) by 11:00 AM (PST) on March 29, 2022.** Responses to the questions will be posted on the City's website [longbeach.gov/purchasing](http://longbeach.gov/purchasing) under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

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

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

<b><u>TASK</u></b>	<b><u>DATE/TIME</u></b>
Deadline for submitting questions	March 29, 2022 by 11:00 AM
Answers to all questions submitted	April 12, 2022 by 4:00 PM
Deadline for submission of proposals	April 26, 2022 by 11:00 AM
Evaluation period	April – May, 2022
Selection of Contractor	On or about June 30, 2022

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

**4.3 Method of Submission**

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



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

Submit proposal online at:

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

Technical support is available by phone at (818) 992-1771. A list of Frequently Asked Questions is also available by clicking on the red question mark icon for Support, located at the top-right corner once "Place eBid" has been selected and all terms and addenda have been acknowledged, as well as at the top-right corner of the "Bid Opportunities" tab.

- 4.4 **Proposals must be received by 11:00 AM (PST) on April 26, 2022. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED.** Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.



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4.10 Proposals shall be submitted in three (3) distinct parts:

- Part One (1) - **Narrative/Technical Proposal**
- Part Two (2) - **Cost Proposal**
- Part Three (3) – **City Required Forms**

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

4.11 Required Format for Narrative/Technical Proposal

The City requires a specific format for the Narrative/Technical Proposal. Proposal, not including the Appendices, shall not exceed 25 pages in length, utilizing 8.5" x 11" pages with one-inch margins. Submittals exceeding this limit will be rejected; no exceptions for this limit will be made. Font size shall not be smaller than 12 point for text and a minimum of 8 point for graphics. Dividers used to separate sections will not be counted but the creative use of dividers to add information beyond the 25-page limit is not permitted. Appendices shall not exceed 15 pages.

4.11.1 Cover Letter

The cover letter shall be two pages maximum and will not be counted as part of the total page count for the submittal. The cover letter shall include a summary of the Proposal and Statement of Qualifications, including a brief description of the strengths, qualifications, and relevant experience. The Cover Letter should also confirm if the services in the Proposal are intended for specific sworn personnel group(s), or if the Proposal is applicable to all the groups identified in the "Overview of Project" page.

4.11.2 Project Understanding and Approach

This section should demonstrate an understanding of the scope of services. It should describe the general approach, organization, and staffing. The Consultant shall include a matrix/summary identifying key personnel responsible for accomplishing all components of the contract. It shall be organized in a manner that conveys the on-call Project Manager's demonstrated experience and qualifications, as well as the understanding of the stated scope of services.



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#### 4.11.3 Staffing Resources and Qualifications

Contractor's evaluative experience, qualifications (including any and all relative certifications), and availability for the duration of the services should be stated. Recent experience is preferred.

Responding Firms/Teams must identify the individuals that will be principally responsible for working with the City. If the Respondent is chosen as finalist, these individuals must attend the interview and in-person presentation, as applicable.

This section shall also identify the qualifications, education, appropriate licenses, and any other related experience of key staff assigned to the contract through a resume (not to exceed two pages). These resumes must identify projects performed of comparable scope to law enforcement agencies. Each resume shall also include number of years employed in the psychology or mental health field, and how long individual has been employed by the Respondent Firm.

Qualifications shall include a statement of availability for the duration of this contract, as well as any commitment to any other projects. Three references shall be provided for each key staff member.

#### Appendices

Appendices shall not exceed 15 pages. Resumes of key proposed staff players may be included in this section. Relevant firm information may also be included in this section.

#### 4.11.4 Attachments

All required forms and attachments shall be submitted with the Narrative/Technical Proposal as a separate section and will not count towards any aforementioned page limit.

#### 4.12 A responsive proposal will include the following completed documents:

- Narrative/Technical Proposal
- Cost Proposal
- The following required City Forms shall be one separate file and uploaded separately from the technical/narrative and cost proposals on the general attachment tab in PlanetBids:
  - Attachment A – Compliance with the Terms and Conditions of the RFP, signed with any exceptions noted
  - Attachment C – Statement of Non-Collusion, signed and dated



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- Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated
- Attachment E – Contractor's W-9 and completed Vendor Application Form
- Attachment F – Secretary of State Registration. Contractors must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Contractor has already filed, it may be uploaded as a general attachment.
- Attachment G – Completed, signed and dated Equal Benefits Ordinance (EBO) Form
- Attachment H – Completed, signed and dated Insurance Requirements
- Addenda (if applicable)

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## **5. PROPOSAL EVALUATION AND AWARD PROCESS**

5.1 Proposals shall be consistently evaluated based upon the following criteria:

- 5.1.1 Demonstrated competence;
- 5.1.2 Experience in performance of comparable engagements;
- 5.1.3 Expertise and availability of key personnel;
- 5.1.4 Financial stability.
- 5.1.5 Conformance with the terms of this RFP; and
- 5.1.6 Reasonableness of cost.

5.2 Proposals shall be kept confidential until a contract is awarded.

5.3 The City may also contact the references provided in response to Section 9.3; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal but shall make an award (or awards) in the best interests of the City of Long Beach.

5.4 The City reserves the right to request clarification of any proposal term from prospective Contractors.

5.5 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

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

## **6. PROTEST PROCEDURES**

6.1 Who May Protest

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

6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at



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<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>. A proposer desiring to submit a protest for a proposal must do so within ten (10) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5<sup>th</sup>) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

### 6.3 Form of Protest

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

### 6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within ten (10) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

### 6.5 Limitation of Remedy

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



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## 7. PROJECT SPECIFICATIONS

Please refer to Section 3 Scope of Project.

## 8. WARRANTY/MAINTENANCE AND SERVICE

Not Applicable.

## 9. COMPANY BACKGROUND AND REFERENCES

### 9.1 Primary Contractor Information

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

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to similar sized public safety agencies. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- Description of hours of direct clinical experience, certifications, licenses, and education held by the Mental Health Professionals providing service to LBPD.
- Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:
  - a) Financial Statement or Annual Report;
  - b) Business tax return;
  - c) Statement of income and related earnings;

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to the proposer's





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contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

## 9.2 Subcontractor Information

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

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

If "Yes", Contractor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

## 9.3 References

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

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

## 9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a



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regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

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

## 10. **COST**

Consistent with Section 4.10, the cost proposal must be a separate document.

Proposers must submit the required monthly retainer fee schedule or per-member fee for administration of this contract, including individual counseling services, communications, training services and the number of critical incident hours you are proposing under a flat fee or per-member fee, in addition to hourly rates for any services not included in the monthly retainer fee or per-member fee.

A not-to-exceed fee shall be negotiated with the selected contractor. Note that the City does not permit mark-ups on other direct charges (i.e., travel, materials, equipment), including those for sub-contractors. Hourly rates are to be valid for the term of the agreement, and any changes in the staff classifications or hourly rate charges requires advance written approval from the City.

## 11. **BONDS**

Not Applicable.

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

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

- 12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.
- 12.2 Access to Contractor's Records – The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.



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- 12.3 Americans with Disabilities Act – The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 (“ADA”), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland “Anti-Kickback” Act – The Awarded Contractor shall comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: “The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.” The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace – The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency – The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).



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- 12.10 Environmental Legislation – The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database ([www.sam.gov](http://www.sam.gov)).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).
- 12.13 National Preservation Acts – The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-



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based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.

- 12.15 Patent Rights – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department’s project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with “Government Patent Policy” and 37 CFR Part 401.
- 12.16 Payments, Reports, Records, Retention and Enforcement – The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: “This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA’s Grant Programs Directorate or the U.S. Department of Homeland Security.”
- 12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.



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

13.1 This contract has the potential for a period of 48 months with two annual renewal options at the discretion of the City, not to exceed 72 months.

A notice of the intent to award will be issued to the selected Contractor(s). The execution of an as-needed Agreement between the City and successful firm/individual does not guarantee work throughout the duration of the contract period.

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

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

13.4 The City reserves the right to reject any or all proposals received prior to contract award.

13.5 The City shall not be obligated to accept the lowest priced proposal but will make an award or multiple awards in the best interests of the City of Long Beach after all factors have been evaluated.

13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.

13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.

13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.

13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.



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- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed.



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The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.

- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Contractor understands and acknowledges that the representations above are material and important and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.





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

equally shall be required if the proposer is selected for award of a contract.

- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

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

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



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

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

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

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



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## Attachment A

### CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

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

SIGNATURE \_\_\_\_\_

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

#### EXCEPTION SUMMARY FORM

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



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## **Attachment B**

### **PRO-FORMA AGREEMENT**

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

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

AGREEMENT

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

WHEREAS, City requires specialized services requiring unique skills to be  
performed in connection with \_\_\_\_\_ ("Project"); and

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

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

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

1. SCOPE OF WORK OR SERVICES.

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

B. The City's obligation to pay the sum stated above for any one  
fiscal year shall be contingent upon the City Council of the City appropriating the  
necessary funds for such payment by the City in each fiscal year during the term of

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

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

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

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

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

1 insurance has been delivered to and approved by City.

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

6 3. COORDINATION AND ORGANIZATION.

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

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

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

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

4 5. INSURANCE.

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

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

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



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

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

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

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

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

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

E. Consultant shall require that all subconsultants or contractors

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

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

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

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

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

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

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

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

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

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

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

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

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

1 disclosed pursuant to subpoena or court order.

2 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

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

4 16. PREVAILING WAGES.

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

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

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

25 18. INDEMNITY.

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

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

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

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

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

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

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

2 20. NONDISCRIMINATION.

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

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

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

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



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

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

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

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

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

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

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

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

2 23. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

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



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

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

"Consultant"

CITY OF LONG BEACH, a municipal  
corporation

\_\_\_\_\_, 20\_\_ By \_\_\_\_\_  
City Manager

"City"

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

CHARLES PARKIN, City Attorney

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



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

## Attachment C

### Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 180 days from the submission deadline.

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

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

---

Authorized signature and date

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Print Name & Title



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

## Attachment D

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
 Date

r20141001



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

## **Acceptance of Certification**

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

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

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

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



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

## **Attachment E**

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

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

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

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





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

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

Form 1041-0108 (Rev. 03-07-03)

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

1. Name (last, first, middle initial) (Do not include suffixes such as Jr., Sr., or III, or Roman numerals.)

2. Current mailing address (Do not include P.O. boxes)

3. Check appropriate box(es) indicating the classification of the person whose name is shown on this form. Check only one of the following boxes:

Individual (sole proprietor or single-member LLC)  
 Sole proprietor  
 S Corporation  
 Partnership  
 Trust/estate

Limited liability company. Enter the tax classification (Sole proprietor, S corporation, Partnership, etc.) in the space below: \_\_\_\_\_

None. Check the appropriate box(es) in the space below for the classification of the taxpayer whose name is shown on this form:  Sole proprietor,  S Corporation,  Partnership,  Trust/estate,  LLC that is not an S corporation,  LLC that is not a partnership,  LLC that is not a trust/estate,  LLC that is not a sole proprietor,  LLC that is not an S corporation,  LLC that is not a partnership,  LLC that is not a trust/estate,  LLC that is not a sole proprietor,  LLC that is not an S corporation,  LLC that is not a partnership,  LLC that is not a trust/estate.

4. Federal tax ID number (Do not check this box unless you are an S corporation, partnership, trust, or estate.)

5. City, state, and ZIP code

6. Tax account number(s) (Do not check this box unless you are an S corporation, partnership, trust, or estate.)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on this form to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a recipient who, as a proprietor or disregarded entity, uses the name shown on this form, the TIN is your employer identification number (EIN). If you do not have a number, see How to get a TIN later.

Enter the account number that one must use the instructions for this form. See What Name and Number to Give the Requester for guidelines on whose number to enter.

Social Security Number									
OR									
Employer Identification Number									

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am acting for a number to be issued to me), and
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA certificate appears on this form (if any) indicating that I am exempt from FATCA reporting as shown.

**Certification instructions.** You must check all items 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 this certification, but you must provide your correct TIN. See the instructions for Part I later.

Sign Here: \_\_\_\_\_ Signature of U.S. person: \_\_\_\_\_ Date: \_\_\_\_\_

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/form945](http://www.irs.gov/form945).

**Purpose of Form**

An individual or entity (Form W-9 requester) who requests to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), unincorporated taxpayer identification number (ITIN), or a separate taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividend or interest earned or paid)
- Form 1099-INT (interest earned or paid)
- Form 1099-D (dividends, including those from stocks or mutual funds)
- Form 1099-NEC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (gross or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-R (pension, annuity, or other distributions)
- Form 1099-MISC (miscellaneous income)
- Form 1099-T (taxable interest and dividends)
- Form 1099-C (carcasses)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.

If you do not return Form W-9 to the requester and a TIN you might be subject to backup withholding. See What is backup withholding later.



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

## VENDOR APPLICATION FORM

Company Name  
 (same as line 1 on W9):  
 DBA Name  
 (same as line 2 on W9):

Federal Tax ID Number (or SSN): leave blank if not applicable  
 required (this number is a fed tax ID:  SSN:   
 Web Address:

Purchase Order Address:  
 Attn:  
 City:  
 State: Zip Code:  
 Contact Name:  
 Email:  
 Phone Number:  
 Fax:  
 Toll Free:

If 'remit to' address is the same as the purchase order address, put SAME in first box only

'Remit to' Address :  
 Attn:  
 City:  
 State: Zip Code:  
 Contact Name:  
 Email:  
 Phone Number:  
 Fax:  
 Toll Free:

Type of Ownership:  
 Individual  Partnership  Corporation  LLC  Nonprofit  Government

Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)  
 MBE  WBE  Local  DBE  Certified SBE  Certified Micro   
 State certification number: \_\_\_\_\_



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

## Attachment F

### Secretary of State Certification

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

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

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

The screenshot displays the 'Business Search' page on the California Secretary of State website. The page title is 'Business Entities (BE) Business Search'. The main content area explains that the search provides access to available information for corporations, limited liability companies, and limited partnerships. It includes instructions on how to conduct a search, such as selecting the applicable search type (Corporation Name, LP/LLC Name, or Entity Number) and search criteria (Keyword). A search form is visible with fields for Search Type, Search Criteria, Search Filter, and a Search button. The page also includes a sidebar with links to various services like E-File Statements of Information for Corporations, Business Search, Processing Times, Disclosure Search, Service Options, Name Availability, Forms, Samples & Fees, Statements of Information (annual/biennial reports), Filing Tips, Information Requests (certificates, copies & status reports), Service of Process, and FAQs.

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

**ATTACHMENT G**

**EQUAL BENEFITS ORDINANCE (EBO) FORM**

## EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

### The EBO is applicable to the following employers:

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

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

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

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

### Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE  
EQUAL BENEFITS ORDINANCE**

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Section 2. COMPLIANCE QUESTIONS**

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. \_\_\_\_ Yes \_\_\_\_ No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? \_\_\_\_ Yes \_\_\_\_ No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
\_\_\_\_ Yes \_\_\_\_ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
\_\_\_\_ Yes \_\_\_\_ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? \_\_\_\_ Yes \_\_\_\_ No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

**Section 3. PROVISIONAL COMPLIANCE**

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- \_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- \_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

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

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

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

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_



**ATTACHMENT H**  
**INSURANCE REQUIREMENTS**

**[Contractor = Critical Incident Support and Counseling Services or Basic EAP Program and Critical Incident Services Contractor]**

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

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

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

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

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not

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

**COMPLIANCE WITH HIPAA.** In the event Contractor creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Contractor shall:

1. Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a Contractor of a covered entity in the same manner that such sections apply to the covered entity;
2. Not use or further disclose the PHI, except as permitted by law;
3. Not use or further disclose the PHI in a manner that had City done so, would violate the requirements of HIPAA;
4. Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
5. Comply with each applicable requirements of 45 C.F.R. Part 162 if the Contractor conducts Standard Transactions for or on behalf of the Covered Entity;
6. Report promptly to City any security incident or other use or disclosure of PHI not provided for by this Agreement of which Contractor becomes aware;
7. Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Contractor obligations under this paragraph and agree to the same restrictions and conditions;
8. Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
9. Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;
10. Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining City's compliance with HIPAA; and
11. Incorporate any amendments or corrections to PHI when notified by City or enter into a Contractor Agreement or other necessary Agreements to comply with HIPAA.

**COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, and local laws, regulations, and administrative rules, as well as all City policies and procedures

applicable to public contracts and to the Services, including but not limited to all of the following:

1. **Licensing Requirements.** Contractor covenants and agrees to obtain and maintain, during the term of this Agreement, all necessary government and professional licenses, permits, certifications and incidents of authority required for the legal performance of the Services. Contractor shall immediately notify the City in the event of any license, permit or certification denial, suspension, revocation, or non-renewal. City maintains the right to request and immediately receive evidence of proper licensure and certificates at any time during the term of this Agreement.
2. **Conflicts of Interest.** Contractor warrants and covenants that Contractor presently has no interest in; nor shall any interest be hereinafter acquired in, any matter which will render this Agreement a violation of any applicable state, local, or federal law, or City policy, regarding conflicts of interest, including, but not limited to, Government Code section 1090. Contractor shall comply with all provisions of the Political Reform Act and implement regulations, as applicable, and in accordance with the City's Conflict of Interest Code. If any principal Contractor of the Services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. If any conflict of interest should hereinafter arise, Contractor shall promptly notify City of the existence of such conflict of interest. The existence of a conflict of interest which violates any applicable state, local, or federal law, or City policy shall be cause for immediate termination of this Agreement.
3. **Non-Discrimination.** Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement.

# EXHIBIT “B”

Rates or Charges

**Cost:**  
**Provided by TCTI**

TCTI does not charge a retainer fee. Upon signing this contract between the City of Long Beach, Department of Human Resources and The Counseling Team International (TCTI), TCTI shall provide the following services:

- A. Professional Short-term Confidential Counseling – for approximately 1788 Personnel and their family members in the following departments: DPEC employs approximately 57 Emergency 911 Dispatchers (of which 52 are full-time employees) and 27 non-dispatcher personnel. LBFD employs approximately 375 sworn personnel and 286 civilian personnel (of which 97 are full-time employees). LBPD employs approximately 748 sworn personnel (of which 735 are full-time employees) and 295 civilian personnel.
- B. TCTI agrees to Professional Short-Term, confidential counseling sessions for sworn personnel who are transitioning into either service retirement or industrial disability retirement, if requested on a voluntary basis - limited to ten (10) sessions during first year of post-employment
- C. Supervisor Referrals – provide consultations with supervisors regarding problem employees.
- D. Follow-up Sessions - for employees involved in Critical Incidents.
- E. TCTI will conduct one orientation for command staff and peer support members as well as one orientation for each department annually. TCTI will also provide the department with digital copies of our literature related to the program.
- F. TCTI will attend one health fair annually.

All services above will not exceed the annual amount of **\$214,020.00**. This will be at the rate of **\$17,835.00** per month. *Annual Rate Increase: Upon the initial and subsequent anniversary dates of the Contract the fees shall increase by 5% for all services outlined in the contract.*

***Additional Services not included in the annual amount. (These services are billed on a "fee for service" basis)***

- A. Provide Annual Confidential Counseling Sessions (Check-Ins) for Public Safety employees to assure the employee is addressing the importance of their emotional and mental welfare at the rate of **\$160.00 per hour**.
- B. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 on-call Critical Incident Stress Management Services at the rate of **\$250.00 per hour port-to-port**.
- C. Hostage Negotiation Assistance – provide Stand-By-Status (SBS) 24/7/365 Hostage Negotiation Assistance at the rate of **\$250.00 per hour port-to-port**.
- D. Pre-Employment Psychological Testing (non-sworn) – provide testing for pre-hire Non-Sworn Police applicants. This service will be billed at a rate of **\$350.00 per applicant**. (This service is a backup to Dr. Gina Gallivan)
- E. Pre-Employment Psychological Testing (sworn) - provide testing for pre-hire Sworn Police applicants. This testing includes the COPS-R Test. This service will be billed at a rate of **\$375.00 per applicant**. (This service is a backup to Dr. Gina Gallivan)

F. TRAINING:

Training – provide a wide variety of training classes. **\$175.00 per hour + \$65.00 per hour for travel**

Training Day Rate – day rate training is a flat rate that includes the travel **\$1,500.00 Day Rate**  
**\$800.00 Half-Day Rate (4-Hours)**

**24 participant minimum if hosting a training. The training can be opened to outside agencies**

3-Day Basic Peer Support: (POST Plan III) **\$299.00 per student**

2-Day Basic Critical Incident Stress Management (CISM) **\$199.00 per student**  
(ICISF Certified & POST Plan IV)

2-Day Advanced Peer Support **\$199.00 per student**  
(ICISF Certified & POST Plan IV)

Peer Support Consultation: **\$150.00 per hour**

Peer Support Meeting (Quarterly): **\$150.00 per hour + \$65.00 per hour for travel**

Peer Support Candidate Interviews: **\$150.00 per hour + \$65.00 per hour for travel**

Meditation Course: This is a 6 week online self-paced course that teaches the how, the why, the when, and the benefits of meditation at the rate of **\$50.00 per person**.

Retire Well Course: This course is for First Responders who have retired in the last 5 years or are planning to retire within 5 years. This course will provide tools to rediscover their identity, purpose, security, and acceptance upon retirement as well as improve quality of life and adaption, making the unknown known at the rate of **\$500.00 per person**.

G. Retreats

Reflection and Restoration (Peer Support Retreat): The R&R Retreat combines insight, education, and a fluid systemic approach designed to debrief, and to bring relief, peace, and purpose back into daily living. The goal is to guide you on to a path of self-care and realistic goals that will improve your life, your job, and your family. At the rate of **\$2,000.00 per attendee**. (2 ½ Day Retreat)

The Janus Project (Trauma Retreat): The Janus Project is designed to help those who have experienced traumatic events and/or have been affected by personal difficulties during their career through workshops, therapy, and experiential activities. The experience will address sensory overload, fear, shock, nightmare, anger, disbelief, sleep problems, frustration and other unresolved issues. At the rate of **\$5,500.00 per attendee**. (5 ½ Day Retreat)

Sage Retreat: The Sage retreat explores the cost and rewards of being the spouse/partner of a First Responder. This journey will help participants navigate the pride, confusion, fear, frustration, exhaustion, and lack of acknowledgment so often experienced for partners and spouses. The focus is to help guide

participants on a path of self-care and realistic goals that will improve their life, marriage, and family by improving resiliency, conflict resolution skills, and personal restoration. At the rate of **\$3,500.00 per attendee**. (3 ½ Day Retreat)

H. Behavioral Care System Development: **(Project based on hourly consulting rate mutually agreed upon, per hour or flat rate cost based on scope of work, timeline and deliverables requested by the City)**

TCTI will assess, present best practices, and partner with Long Beach PD and/or Fire and/or DPEC to create, implement, provide, and monitor a comprehensive Behavioral Care System to effectively support personnel with their personal and departmental behavioral health and wellness needs. We will do this by establishing clear goals and a comprehensive solution based on the department's needs and aid with assessing, building, and implementing a Behavioral Care Assistance system, which may include the following:

- Comprehensive assessment of current systems, protocols, algorithms, vendors, etc.
- Solutions and recommendations to adapt or overhaul system to ensure:
- Usefulness and ease of use for all,
- Confidentiality,
- Speed and efficiency,
- Absence from and Return to work protocols
- Outcome measures
- Implementation alongside appropriate departments/personnel/stakeholders
- Ongoing monitoring to ensure success



# EXHIBIT “C”

City’s Representative:

Amanda Elek-Truman, Human Resources  
Officer (Employee Benefits)

562-570-6371

# EXHIBIT "D"

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee:

Julie Casto Koot

Executive Director of Strategic Accounts

(909) 884-0133 x.225

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W = [thecounselingteam.com](http://thecounselingteam.com)

FRW Admissions: 888.732-5731

TCTI: 800.222.9691