



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

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Exhibit "B".

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

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

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

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from the City.

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

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

2. TERM. The term of this Agreement shall commence at midnight on October 1, 2022, and shall terminate at 11:59 p.m. on September 30, 2023, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. The term may be extended for two (2) additional one-year periods, at the discretion of the City Manager.

3. COORDINATION AND ORGANIZATION.

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

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

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to replace that key employee.

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

5. INSURANCE.

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

(a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by

endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

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

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

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

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

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Contractor. Contractor 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 Contractor guarantees that Contractor 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. Contractor shall require that all sub-contractors or contractors that Contractor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

22 17. PREVAILING WAGES.

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

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B. 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."

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

19. INDEMNITY.

A. 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 Agreement, 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 Agreement (collectively "Claims" or individually "Claim").

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

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

15 D. The provisions of this Section shall survive the expiration or  
16 termination of this Agreement.

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

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

27 22. NONDISCRIMINATION.

28 A. In connection with performance of this Agreement and subject

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

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

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

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

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

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

28 D. Failure to comply with the EBO may be used as evidence

1 against the Contractor in actions taken pursuant to the provisions of Long Beach  
2 Municipal Code 2.93 et seq., Contractor Responsibility.

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

8 24. NOTICES. Any notice or approval required by this Agreement shall  
9 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
10 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
11 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
12 to the City Clerk at the same address. Notice of change of address shall be given in the  
13 same manner as stated for other notices. Notice shall be deemed given on the date  
14 deposited in the mail or on the date personal delivery is made, whichever occurs first.

15 25. COPYRIGHTS AND PATENT RIGHTS.

16 A. Contractor shall place the following copyright protection on all  
17 Data: © City of Long Beach, California 2022, inserting the appropriate year.

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

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

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

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

14                   28.   CONTINUATION. Termination or expiration of this Agreement shall  
15 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled  
16 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and  
17 "Audit" prior to termination or expiration of this Agreement.

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

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

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

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

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

10 TKACH VENTURES, INC., a California  
11 corporation

12 By [Signature]  
13 Name Jon R. Tkach  
14 Title President

15 By \_\_\_\_\_, 2022  
16 Name \_\_\_\_\_  
17 Title \_\_\_\_\_

"Contractor"

18 CITY OF LONG BEACH, a municipal  
19 corporation

20 By [Signature]  
21 Name Linda F. Jakem  
22 Title City Manager

23 EXECUTED PURSUANT  
24 TO SECTION 001 OF  
25 THE CITY CHARTER.

26 This Agreement is approved as to form on September 27, 2022.

27 CHARLES PARKIN, City Attorney

28 By [Signature]  
29 Deputy

OFFICE OF THE CITY ATTORNEY  
CITY OF LONG BEACH, CALIFORNIA  
12500 WEST BEACH BLVD., SUITE 200  
LONG BEACH, CALIFORNIA 90803



The undersigned, being the sole shareholder and director of TKACH VENTURES, INC., a California corporation (the "Corporation"), in lieu of a first meeting of the shareholders and directors of the Corporation, hereby consents to and adopts the following resolutions as resolutions of the Corporation.

#### **INTRODUCTION; FORMATION OF CORPORATION**

The Corporation was incorporated on September 15, 2017, the date on which Articles of Incorporation were filed with the Secretary of State for the State of California. A certified copy of said filing shall be placed in the Corporation's minute book.

#### **ELECTION OF DIRECTORS**

RESOLVED, that Yan Tkach, the director named in the resolution by the sole incorporator, Lawrence Inouye, of Tkach Ventures, Inc., a California corporation, and constituting the Board of Directors ("Board") of said Corporation, shall serve until the next annual meeting of shareholders and until his successor has been duly elected and qualified.

#### **ADOPTION OF BYLAWS**

RESOLVED, that the bylaws attached to these resolutions are adopted as the bylaws of this Corporation; and

RESOLVED FURTHER, that the Secretary is authorized and directed to insert them as certified in the Corporation's minute book, and to see that a copy, similarly certified, is kept at the Corporation's principal office for the transaction of its business, as required by law.

#### **LOCATION OF PRINCIPAL OFFICE**

RESOLVED, that the Corporation establish and maintain its principal office for the transaction of business at 811 Wilshire Boulevard, Suite 1010, Los Angeles, California 90017.

**APPOINTMENT OF OFFICERS**

RESOLVED, the following persons are elected to the office indicated next to his name:

Yan Tkach	President
Yan Tkach	Secretary
Yan Tkach	Treasurer

**ADOPTION OF CORPORATE SEAL**

**TKACH VENTURES, INC.  
Incorporated September 15, 2017  
California**

RESOLVED, that the proposed corporate seal consisting of the words "TKACH VENTURES, INC. Incorporated September 15, 2017 California" is adopted as the seal of this Corporation, and an exemplar of the impression of this seal is affixed in the space immediately following this resolution.

(Seal)

RESOLVED, that the proposed form of capital share certificate attached to these resolutions are adopted for use by the Corporation for its capital shares, and said copy of the certificate shall be inserted in the minute book following these resolutions.

**SELECTION OF DEPOSITORY; EMPLOYER IDENTIFICATION NUMBER**

An SS-4 Form had been filed with the Internal Revenue Service, applying for an employer identification number for the Corporation and that Employer Identification Number 82-2888747 was issued.

RESOLVED, that the Corporation's funds shall be deposited with a California bank which is most convenient and beneficial to the operation of the Corporation's business; and

RESOLVED FURTHER, that any officer of this Corporation is authorized to endorse checks, drafts or other evidences of indebtedness made payable to the Corporation, but only for purposes of deposit; and

RESOLVED FURTHER, that all checks, drafts and other instruments obligating the Corporation to pay money, including instruments payable to officers or other persons authorized to sign them, shall be signed on the Corporation's behalf with the signature of any corporate officer.

#### **PAYMENT OF EXPENSES OF INCORPORATION**

RESOLVED, that the Secretary is authorized and directed to pay the expenses of incorporation and organization, and to reimburse the persons advancing funds to the Corporation for this purpose, as stated in the Secretary's report presented to this meeting.

#### **CAPITAL; ISSUANCE OF STOCK**

WHEREAS, this Corporation is authorized to issue an aggregate of 10,000 shares of its no par value common capital stock; and

WHEREAS, no prior offering to issue stock is outstanding; and

WHEREAS, this offering is not an offer or sale to a pension or profit-sharing trust of the issuer; and

WHEREAS, sales of the security are not made to more than 35 persons, including persons not in this state; and

WHEREAS, all purchasers either have a pre-existing personal or business relationship with the offeror or any of its partners, officers, directors or controlling persons, or by reason of their business or financial experience of their professional advisors who are unaffiliated with and who are not compensated by the issuer or any affiliate or selling agent of the issuer, directly or indirectly, could be reasonably assumed to have the capacity to protect their own interests in connection with the transaction; and

WHEREAS, each purchaser represents that the purchaser is purchasing for the purchaser's own account (or a trust account if the purchaser is a trustee) and not with a view to or for sale in connection with any distribution of the security; and

WHEREAS, the offer and sale of the security is not accomplished by the publication of any advertisement. The number of purchasers referred to above is exclusive of any described in subdivision (i), any officer, director or affiliate of the issuer and any other purchaser who the Commissioner designates by rule. For purposes of Section 25102(f), a husband and wife (together with any custodian or trustee acting for the account of their minor children) are counted as one person and a partnership, corporation, or other organization which was not specifically formed for the purpose of purchasing the security offered in reliance upon this exemption, is counted as one person; and

WHEREAS, the consideration to be received by TKACH VENTURES, INC. for the stock will consist of legal consideration for the issuance of stock.

RESOLVED, that the Corporation sell and issue its stock, not to exceed 1,000 shares to the persons and for the consideration set forth below; that the consideration for the stock shall be credited to an appropriate capital account in conformity with generally accepted accounting principles; and that the notice required by California Corporations Code Section 25102(f) shall be executed and filed with, or mailed for filing by, the California Commissioner of Corporations not later than ten (10) days after receipt of the consideration for the shares of the Corporation:

	<u>No. Of Shares</u>	<u>Consideration/Value</u>
Yan Tkach	1,000	cash/\$1,000

RESOLVED FURTHER, that upon satisfying the requirements for an exemption under Section 25102(f) with the California Commissioner of Corporations, the President and Secretary are authorized and directed to sell and issue this stock to the persons and in the amount and for the consideration stated in these resolutions, in compliance with all of the terms and conditions specified by the Commissioner of Corporations; and

RESOLVED FURTHER, that the officers of the Corporation are authorized and directed to execute all documents and take any action they consider necessary or advisable to carry out the purposes of these resolutions.

WHEREAS, it is deemed to be in the best interest of this Corporation and its proposed shareholder that the issuance of this Corporation's stock be effected in such a manner that the shareholder will be entitled to the benefits of Section 1244 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, there is not now outstanding an offer, or portion thereof, of this Corporation to sell or issue any other stock; and

WHEREAS, this Corporation is a small business corporation, as defined in Section 1244(c) of the Internal Revenue Code of 1986, as amended.

RESOLVED, that this Corporation intends to qualify its common stock for treatment under Section 1244 of the Internal Revenue Code of 1986, as amended, under which the Corporation plans that its total equity capital and paid-in surplus shall not in any event exceed \$1,000,000, that it shall be largely an operating company, with less than 50 percent of its gross receipts coming from passive sources (royalties, rents, dividends, interest, annuities, and sales or exchanges of stocks or securities), and that it shall conform in all other respects to the requirements necessary to qualify its common stock for treatment under Section 1244 of the Internal Revenue Code of 1986, as amended.

RESOLVED FURTHER, that the officers of the Corporation are authorized and directed to do or cause to be done all acts required or appropriate to carry out the above resolutions.

## S CORPORATION ELECTION

RESOLVED, that this Corporation with the unanimous consent of its shareholders hereby elects in accordance with the provision of Section 1362(a) of the Internal Revenue Code of 1986, as amended, to be treated as a S Corporation;

RESOLVED, that this Corporation hereby elects with the unanimous consent of its shareholders in accordance with the provision of the California Revenue and Taxation Code Sections 23800 et seq. to be treated as a S corporation; and

RESOLVED, FURTHER, that any officer of this Corporation be, and hereby is, authorized, directed and empowered on behalf of this Corporation and in its name to execute and file with the Internal Revenue Service an Election By a Small Business Corporation (Department of Treasury Form 2553) or such other form, instrument or document, and amendments thereto, as shall constitute an election by this Corporation to be treated as a S corporation (federal and state) and to do or cause to be done any and all other acts and things as such officer may in his or her discretion deem necessary or appropriate to carry out the purposes of the foregoing resolutions including, without limiting the generality thereof, securing the written consent to such election by each of the shareholders of this Corporation.

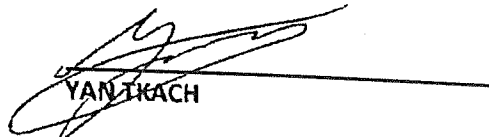
The foregoing action is taken by the written consent of the sole shareholder of the Corporation acting without a meeting pursuant to the provisions of Section 603 of the California Corporations Code and Article II, Section 10 of the Bylaws of the Corporation and the foregoing action is taken by the written consent of the sole director of the Corporation acting without a meeting pursuant to Section 307 of the California Corporations Code and Article III, Section 13 of the Bylaws of the Corporation. Such action shall be deemed taken as of the 25th day of September, 2017.

  
\_\_\_\_\_  
YAN TKACH, Shareholder and Director

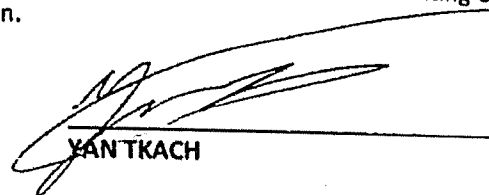
TO: Board of Directors  
TKACH VENTURES, INC.

SUBJECT: Acceptance of Officer Appointments

I hereby accept my election as President pursuant to resolution of the First Meeting of the sole Shareholder and Director of the above corporation.

  
YAN TKACH

I hereby accept my election as Secretary pursuant to resolution of the First Meeting of the sole Shareholders and Director of the above corporation.

  
YAN TKACH

I hereby accept my election as Treasurer pursuant to resolution of the First Meeting of the sole Shareholder and Director of the above corporation.

  
YAN TKACH

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

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EXHIBIT "A-1"  
RFP ED22-062

# City of Long Beach

Request for Proposals ED22-062  
Cannabis Equity Direct Technical Assistance





## Overview

### Summary

The City of Long Beach ("City") is seeking proposals from qualified firms or individuals to provide direct technical assistance to Cannabis Social Equity Program participants ("Equity Applicants") pursuing cannabis business ownership or operating legal cannabis businesses in the City of Long Beach.

### Key Dates

**Release Date:** Monday, April 25, 2022

**Questions Due to the City:** 11:00 a.m., Thursday, May 5, 2022

**Proposals Due:** 11:00 a.m., Friday, May 20, 2022

*The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.*

### Proposal Information

Instructions for what to include in your proposal and how to submit it are detailed in Section 4.

Proposals must be submitted electronically via the City's PlanetBids portal, available at <https://pbsystem.planetbids.com/portal/15810/portal-home>.

### RFP Official Contact

Christina Sarmiento  
[rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov)

*All communication with the City related to this RFP must be directed to the contact listed above.*

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# 1 The Opportunity

## 1.1 Project Summary

The City of Long Beach is seeking additional contractors to help provide Cannabis Social Equity Program participants ("Equity Applicants") the knowledge and/or skills necessary in order to gain entry into, and to successfully operate in, the regulated cannabis marketplace in Long Beach.

The City is looking for contractors that can provide direct technical assistance to Equity Applicants across a variety of different subjects that would be necessary to start and operate a cannabis business. Although cannabis businesses have many of the same issues as other small businesses, the cannabis industry is unique and specialized; therefore, it is ideal if contractors have knowledge of the cannabis industry and the unique challenges cannabis operators face in California.

In addition, the City is seeking contractors that understand the history of inequity in the cannabis industry for Black, Indigenous, and people of color (BIPOC) individuals impacted by the War on Drugs. Equity Applicants may not have received the same traditional education and/or experience to become a cannabis business owner which other cannabis business owners may have received, and contractors should tailor their services to meet Equity Applicants where they are at on their learning journey.

## 1.2 Background

With funds provided by the California Governor's Office of Business and Economic Development ("GO Biz") Cannabis Equity Grants program, the City of Long Beach's Office of Cannabis Oversight ("OCO") and Economic Development Department ("ED") provide support to Equity Applicants seeking to start and sustain cannabis businesses in Long Beach. This support includes, but is not limited to, direct grants, fee waivers, application assistance, expedited application review, and direct technical assistance.

Currently, the direct technical assistance provided to Equity Applicants is through a One-on-One Advisory Services program provided by two Consultants that specialize in business planning, financial planning, accounting, and regulatory compliance. The current direct technical assistance services provided to Equity Applicants do not provide the knowledge and the skills in all the areas necessary to start and sustain a cannabis business and it doesn't provide specialized support or training based upon their specific cannabis business type or model. In addition, there is a lack of flexibility in the method of learning that is currently available to Equity Applicants, an issue that has been expressed by Equity Applicants.

The City seeks a variety of direct technical assistance services that could be scaled to meet the needs of individual Equity Applicants or a group of Equity Applicants at any given time.

### 1.2.1 Cannabis Social Equity Program Background

The City licenses and regulates medical and adult-use cannabis businesses pursuant to Long Beach Municipal Code Chapters 5.90 and 5.92, respectively. In 2018, the City created the Cannabis Social Equity Program to assist individuals previously impacted by the prior criminalization of cannabis, also known as the War on Drugs, with employment and business ownership opportunities in the local cannabis industry. Individuals seeking to receive assistance and benefits for cannabis business ownership must meet the eligibility criteria to be verified as an Equity Applicant.

Since program inception, a total of 154 individuals have been verified as Equity Applicants to pursue business ownership opportunities. Despite notable interest in the program, the City has only received seventeen (17) cannabis business license applications from eleven (11) Equity Businesses, and has issued one (1) cannabis business license.

The low numbers of Equity Applicants in the program are largely in part due to the significant barriers to entry that exist for Equity Applicants. These barriers include, but are not limited to, the following:

- Limited access to capital
- Limited access to commercial real estate
- Lack of technical expertise in business plan creation, accounting, regulatory compliance, or other specialized fields
- Inexperience in navigating the City's permitting process
- Lack of business connections to sell or purchase cannabis products
- Being subject to predatory practices from individuals seeking to partner with Equity Applicants due to the exclusivity of certain license types and direct grants offered to eligible Equity Applicants

Over the Summer and Fall of 2020, ED conducted outreach to Equity Applicants to better understand their technical assistance needs, and more than half of the Equity Applicants that completed ED's survey expressed interest in four priority areas:

1. Site location and lease negotiation
2. Assessing financial needs to start a business
3. Getting finance and accounting support
4. Support navigating regulatory compliance

In July 2021, the City made available a Cannabis Entrepreneurship Academy. The Cannabis Entrepreneurship Academy was a cohort-based business planning workshop series led by consultants that covered a variety of topics, including, but not limited to:

- Identifying target markets
- Planning for supply chain
- Financial planning
- Forming a business entity
- Developing products and services
- Marketing

The only services that have been provided after the Cannabis Entrepreneurship Academy have been the One-on-One Advisory Services. Equity Applicants are eager for additional support to start their cannabis business.

### 1.2.2 Cannabis Business License Opportunities

The City currently accepts business license applications for medical and adult-use cannabis cultivation licenses, cannabis manufacturing licenses, cannabis distribution licenses, and cannabis laboratory testing licenses. There are no caps on the number of licenses that can be issued for these types of facilities.

Currently, the City is no longer accepting applications for cannabis dispensary licenses (under which a business may also conduct delivery activities); however, the City is preparing ordinances which, if passed, will allow up to eight additional cannabis dispensaries and an unlimited number of cannabis delivery businesses to be owned exclusively by Equity Applicants. It is anticipated that the equity dispensary application process will open around July 2022 and there is not an established date to start accepting delivery applications.

In addition, the City passed an ordinance to allow cannabis shared-use manufacturing; however, due to resource constraints, this license type has not yet been implemented by the City. It is anticipated that this license type will be available in the next few months. More information on these new license types can be found on the [New Policy Initiatives](#) webpage.

### 1.3 Goals

Every Equity Applicant that wishes to start a cannabis business in the City should be able to receive the education, training, and skills to obtain a cannabis business license and become a successful cannabis entrepreneur. The City seeks direct technical assistance services that:

1. Offer flexibility in the method of learning, such as in-person, virtual, and/or asynchronous learning and individual or group learning.
2. Provide generalized business education and/or training but also cannabis-specific training and/or education.
3. Increase the number of Equity Applicants that can successfully enter and complete the business license process.
4. Increase access to, enrollment in, and sustained participation in direct technical assistance services.

#### 1.4 Award Terms

Contractors selected to provide direct technical assistance services will do so on an **'as-needed'** basis. Contracts will be for one year with two additional one-year renewal options at the discretion of the City. The contract will not exceed three years. The City will reserve the right to terminate a contract at any given time. Multiple vendors will be selected.

## 2 Scope of Work

### 2.1 Description of Services

We seek direct technical assistance activities and services from a variety of different contractors that can provide support to every Equity Applicant in the program in their areas of need. This could be in the form of one-on-one consulting and training, including direct interactions in group settings, online asynchronous learning, hands-on workshops, etc. The City is not defining or limiting the subjects and methods of education and training that can be provided by contractors.

In addition, direct technical assistance services could be one-time services or ongoing services provided by contractors. For example, the direct technical assistance provided could be one-on-one, as-needed services based on individual Equity Applicant requests or could be a longer term training series for a group of Equity Applicants. Proposals should include a description of the subjects of education and/or training, the method of assistance, and the frequency of how often support will be provided to Equity Applicants.

Although there are many more subjects not included on this list to start a cannabis business, below is a list of the key areas of need we have previously heard from Equity Applicants. It is not required that your proposal address all or any of the areas below, and the City is open to additional areas of education and/or training that could benefit Equity Applicants.

- Finding appropriate commercial properties for their cannabis business
- Negotiating lease agreements

- Developing business plans, financial plans, budget documents, projections
- Securing capital and investors
- Understanding State and local taxes and other regulatory compliance requirements
- Setting up proper payroll and accounting procedures for the business
- Entering into business agreements
- Navigating the City and State's licensing and permitting process

Ideally, the direct technical assistance provided by contractors should not be in the form of a transactional service, but should instead provide Equity Applicants with the knowledge and skills they need to start a business in an educational setting. For example, a contractor reviewing a lease agreement and advising an Equity Applicant of its terms is a transactional service, whereas a contractor providing a training seminar to a group of Equity Applicants on how to effectively negotiate lease terms would be an educational service. There may be limited opportunity for contractors to provide transactional services to Equity Applicants, so the main focus of the proposal should be on the educational and training services that a contractor can provide.

The contractor shall be responsible for designing, organizing, and delivering inclusive and user-friendly direct technical assistance services to Equity Applicants with the collaboration and approval of the City. Although we recognize that City staff lack the necessary expertise on many subjects related to starting a cannabis business, staff shall have the ability to review and approve any educational or training materials prior to delivering them to Equity Applicants to ensure they meet the intent and goals of the program. Contractors will not be responsible for connecting themselves to Equity Applicants. Staff from ED shall be responsible for matching Equity Applicants to contractors and providing the Equity Applicant and contractors with the contact information to get connected to services. Communications to Equity Applicants may be reviewed and approved by the City and, in some cases, should come directly from the City as opposed to the contractor. At the end of each service/training session, contractors will be responsible for submitting a Progress Report survey to the City that will assess the performance metrics of the activity/service.

At this time, the total amount of funding available for the Direct Technical Assistance Program is \$450,220; however, there is no guarantee that available funding will be equally allocated and/or fully allocated. The process for allocating the funding will be determined throughout Fiscal Year 2022 (October 1, 2021 – September 30, 2022) and Fiscal Year 2023 (October 1, 2022 – September 30, 2023) and will be based on the needs of Equity Applicants. Each Contractor must complete services and activities by the State mandated grant expiration date of May 31, 2023, unless an extension is granted by the

State of California. Contractors will be notified of any extension of the grant term period approved by the State of California and the City.

## 2.2 Performance Metrics & Contract Management

### 2.2.1 Performance Metrics

The table below highlights the targets that will be tracked and reviewed collaboratively with the awarded contractors during the contract. This list is an indication of the performance metrics of interest to the City, and is not exhaustive or final. As a part of a response to this RFP, contractors may propose additional or alternative performance metrics to be tracked on a regular basis. The final set of performance metrics and frequency of collection will be negotiated by the successful contractor and the City prior to the finalization of an agreement between parties, and may be adjusted over time as needed.

<b>METRIC</b>	<b>DESCRIPTION</b>	<b>TARGET</b>	<b>DATA SOURCE</b>
1. Percentage of Equity Applicants who report the direct technical assistance helped them gain the additional knowledge and skills to start a cannabis business.	Equity Applicants are being helped in the areas they need assistance and are benefitting from the program.	100%	Equity Applicant Feedback surveys
2. Percentage of Equity Applicants who were assigned to a contractor and were able to get connected to services within three business days.	Equity Applicants are being connected to services in a timely manner.	75%	Equity Applicant Feedback surveys
3. Percentage of Equity Applicants who rated the satisfaction of the direct technical assistance activity higher than a 3 on a scale of 1 to 5.	Equity Applicants are walking away feeling good about the service and support they received.	100%	Equity Applicant Feedback surveys
4. Percentage of Equity Applicants who were assigned to a contractor and were able to enter the business license process within six months.	Equity Applicants are able to take the skills and knowledge and start a cannabis business.	50%	Monthly project management meetings
5. Percentage of Equity Applicants who felt they were not being heard, supported, or helped by the direct technical assistance service.	Equity Applicants are truly supported, respected, and feel that their plans and ideas are valid.	0%	Equity Applicant Feedback surveys



### 2.2.2 Contract Management

The Direct Technical Assistance Program is a collaborative partnership between OCO, ED, and the awarded contractors. ED will designate a contract manager to be the main point of contact to support the contractors during the contract term. Staff will actively and regularly work with the contractor to track progress, flag challenges, and design course corrections to achieve the contract's goals.

Staff will conduct an initial Project Kickoff Meeting to discuss timelines, tasks, and expectations of the contractor. Contractors and staff from OCO and ED will meet with contractors on a monthly basis as a status check in meeting to assess progress with the Equity Applicants. These meetings may be adjusted to be more frequent or less frequent depending upon the situation. We believe in open and consistent communication between the contractors and staff to address any problems as they arise.

Within 24 hours after a direct technical assistance service is provided to an Equity Applicant, contractors are responsible for providing progress reports via online forms. These progress reports are prepared by the City to assess the ongoing success of the program. During the monthly performance meetings, contractors should be providing data to the City regarding which equity applicants were being assisted for the previous month, how they were assisted, if there were any challenges, and if there are any ongoing issues that need to be addressed.

In addition to the progress reports submitted by the contractors, Equity Applicants are also encouraged to submit their own feedback forms after a direct technical assistance service. These feedback forms will be used to assess the success of the program and whether the service provided meet the goals and metrics of the program.

At the closeout of any project or contract, staff will conduct a closeout meeting to provide feedback to the contractor and discuss any final deliverables for the City and the contractor.

### 2.2.3 Contract Payment

The City issues payment based upon services rendered. After a contract is finalized and work is performed, organizations should invoice the City on a monthly basis. The City will remit payment within 30 calendar days of being billed. Five percent (5%) of the award may be used to cover administrative costs.

To process payments efficiently, the selected organizations are encouraged to submit invoices to the contract manager for services rendered during that month that, at minimum, include the following information:

- Invoice number
- Date of invoice
- Purchase Order (PO) number

- Identify name of department, program, and program lead
- Summarize title of services performed and service period
- Total amount billed for the service
- Total number of hours worked per billing cycle
- Receipts or documentation are required for any non-personnel costs

The City prefers to set up electronic fund transfer payments with contractors instead of issuing physical checks. The City's contract manager will provide the vendor with the necessary forms and instructions to set up electronic fund transfer payments. However, physical checks can be printed and mailed if that is the preference of the contractor.

### 3 How We Choose

#### 3.1 Minimum Qualifications

Contractors must meet the minimum following qualifications in order to submit a proposal to this RFP:

- Contractor is able to obtain a City of Long Beach business license.
- Contractor is not currently licensed, or pending to be licensed, as a cannabis business in the City of Long Beach.
- Contractor has a minimum of three (3) years of professional experience in the area of expertise they will be submitting a proposal for. Contractor must provide references for verification.
- Contractor must have access to a reliable computer, internet connection, and landline or mobile phone.

#### 3.2 Evaluation Criteria

Proposals shall be consistently evaluated based upon the following criteria:

<b>CRITERIA</b>
1. Organizational Capacity & Experience <ul style="list-style-type: none"> <li>• Experience in performance of comparable engagements</li> <li>• Expertise and availability of key personnel</li> <li>• Availability of multi-lingual staff</li> <li>• Organizational capacity to be responsive to City staff and Equity Applicants.</li> <li>• Knowledge of current laws, rules and regulations in relation to the cannabis industry.</li> </ul>
2. Method of Approach <ul style="list-style-type: none"> <li>• Ability to design and deliver user-friendly and engaging services.</li> <li>• Ability to develop and maintain strong rapport with Equity Applicants and City staff</li> </ul>

<ul style="list-style-type: none"> <li>• Strong commitment to equity and inclusion when designing and delivering services</li> <li>• Ability to maintain flexibility and agility during program implementation</li> <li>• Ability to exercise good judgement and maintain patience in difficult situations</li> </ul>
<p>3. Communications &amp; Reporting</p> <ul style="list-style-type: none"> <li>• Capacity to attend regular project meetings with City staff to ensure the progress of the implementation of Direct Technical Assistance</li> <li>• Ability to track progress on services delivered</li> <li>• Ability to communicate effectively with City staff and Equity Applicants</li> </ul>
<p>4. Reasonableness of Cost</p>

### 3.3 Selection Process & Timelines

EVALUATION STAGE	ESTIMATED DATE	DESCRIPTION
Evaluation of Narrative & Cost Proposals	June 2022	<ul style="list-style-type: none"> <li>• An Evaluation Committee will review Narrative &amp; Cost Proposals to select the proposal that best meets the needs of the City.</li> <li>• Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 3.2.</li> </ul>
Interviews	June 2022	<ul style="list-style-type: none"> <li>• The City may interview none, one, some or all Proposers.</li> </ul>
Negotiation & Contractor Selection	June 2022	<ul style="list-style-type: none"> <li>• Selected Contractor(s) will be notified in writing.</li> <li>• Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.</li> <li>• Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached.</li> </ul>
Estimated Contract Execution	July 2022	

## 4 Proposal Instructions & Content

### 4.1 Proposal Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	Monday, April 25, 2022	
Questions due to the City	11:00 a.m. May 5, 2022	<ul style="list-style-type: none"> <li>• Submit all inquiries via email to <a href="mailto:rfppurchasing@longbeach.gov">rfppurchasing@longbeach.gov</a></li> </ul>
Posting of the Q&A	May 12, 2022	<ul style="list-style-type: none"> <li>• Responses to the questions will be posted on the City's PlanetBids portal, available at <a href="https://pbsystem.planetbids.com/portal/15810/portal-home">https://pbsystem.planetbids.com/portal/15810/portal-home</a>.</li> </ul>
Proposals due	11:00 a.m. Friday, May 20, 2022	<ul style="list-style-type: none"> <li>• Proposals should be submitted electronically via the City's PlanetBids portal, available at <a href="https://pbsystem.planetbids.com/portal/15810/portal-home">https://pbsystem.planetbids.com/portal/15810/portal-home</a>.</li> <li>• Late proposals, or proposals submitted through other channels will not be accepted.</li> <li>• Proposers are responsible for submitting their proposals completely and on time.               <ul style="list-style-type: none"> <li>○ Proposers will receive an e-bid confirmation number with a time stamp from PlanetBids indicating that the proposal was submitted successfully. The City will only receive proposals that were transmitted successfully.</li> <li>○ Technical support is available by phone at (818) 992-1771</li> <li>○ Support resources including a list of Frequently Asked Questions are available on PlanetBids at <a href="https://pbsystem.planetbids.com/portal/15810/help">https://pbsystem.planetbids.com/portal/15810/help</a>.</li> </ul> </li> </ul>

## 4.2 Proposal Content

Complete proposals will include the following. Proposers are encouraged to use this table as a checklist to ensure all components are included in their proposal.

<b>PROPOSAL</b>	
<input type="checkbox"/> Narrative Proposal	The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFP. Guidance on preparing a Narrative Proposal is detailed below in Section 4.3.
<input type="checkbox"/> Cost Proposal	The Contractor should submit a proposed budget in the form of an hourly rate with an estimated number of available hours per month for each priority area. Ancillary costs shall be clearly described and will be considered for reimbursement.
<b>PROPOSAL APPENDICES</b>	
<input type="checkbox"/> Financial Stability	Proposers should include one or more of the following financial statements to provide the City with enough information to determine financial stability of the Proposer and subcontractor. <ul style="list-style-type: none"> <li>• Financial Statement or Annual Report</li> <li>• Business tax return</li> <li>• Statement of income and related earnings</li> </ul>
<input type="checkbox"/> Other Addenda (if applicable)	Colored displays, promotional materials, and other collateral are not necessary or desired. However, if a complete response cannot be provided without referencing supporting documentation, it may be provided as an addendum clearly cited in the Narrative or Cost Proposal.
<b>MANDATORY ATTACHMENTS</b>   <i>The following are included as Attachments in PlanetBids. They must be signed by the individual legally authorized to bind the Proposer.</i>	
<input type="checkbox"/> A. Authorization & Certification	
<input type="checkbox"/> B. Equal Benefits Ordinance (EBO) Form	
<b>NON-MANDATORY ATTACHMENTS</b>   <i>The following are required for awarded Contractors prior to contract execution. If possible, Proposers are encouraged to include this information as part of their proposal to expedite processing.</i>	
<input type="checkbox"/> C. W-9	
<input type="checkbox"/> D. Business License	
<input type="checkbox"/> E. Proof of Registration with Secretary of State	
<input type="checkbox"/> F. Proof of Insurance	<ul style="list-style-type: none"> <li>a. Commercial general liability</li> <li>b. Workers compensation &amp; employer's liability</li> <li>c. Automotive liability</li> </ul>
<input type="checkbox"/> <b>PlanetBids</b>	<i>Ensure your organization's PlanetBids profile is up to date, including an email address, phone number, and for any socioeconomic classifications you may qualify for.</i>

### 4.3 Narrative Proposal Template

An editable version of the template below has been posted to PlanetBids. Proposers should complete the editable template and submit it as their narrative proposal.

#### Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
<b>Organization</b>	Company Name	
	Company Address	
	Website	
	Federal Tax ID Number	
<b>Authorized Representative</b>	Name	
	Title	
	Email Address	
	Phone Number	
<b>Other Point of Contact (if required)</b>	Name	
	Title	
	Email Address	
	Phone Number	
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation	<i>State and Date of Incorporation:</i> _____
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> _____ Other	
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).		
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).		

How many employees does the organization have in total and residing in Long Beach?		
Where are the representative(s) that would service the City's account located?		
Which languages other than English can your team communicate in?		
Please provide a plan of overview for how the project will be staffed, including the percentage of time each employee will be allocated to the project, and the names and titles of principles. Or: Who are the key staff involved in the project? For each, please a name, title, and resume either as an attachment or 1 paragraph description.		
Does the proposal include subcontractors?	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No	
<b>REFERENCES</b>		
<b>Reference 1</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
<b>Reference 2</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
<b>Reference 3</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	

<b>SUB-CONTRACTOR CONTACT INFORMATION (if applicable)</b>		
<i>Please provide this information for all subcontractors included in this proposal.</i>		
<b>Organization</b>	Company Name	
	Company Address	
<b>Authorized Representative</b>	Name	
	Title	
	Email Address	
	Phone Number	
<b>Other Point of Contact (if required)</b>	Name	
	Title	
	Email Address	
	Phone Number	
<b>SUBCONTRACTOR CAPACITY &amp; EXPERIENCE</b>		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation	<i>State and Date of incorporation:</i> _____
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> _____	Other
	_____	
Which specific requirements of this RFP will the subcontractor perform?		
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.		
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).		
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).		
How many employees does the organization have nationally, locally, and residing in Long Beach?		



Where are the representative(s) that would service the City's account located?	
<i>Please provide a plan of overview for how the project will be staffed, including the percentage of time each employee will be allocated to the project, and the names and titles of principles. Or: Who are the key staff involved in the project? For each, please a name, title, and resume either as an attachment or 1 paragraph description.</i>	

Method of Approach

1. Summarize your organization's proposed solution.
2. Explain the logic model for how your organization will achieve the target outcomes/outputs of the RFP.
3. Summarize your organization's projected proposed work plan with timelines for key milestones.
4. How will the organization meet the RFP's objective's/goals?
5. Describe the format in which your organization will deliver training and educational services. Examples include but are not limited to one-on-one consulting and training, hands-on workshops, online learning modules, etc.
6. Provide details how your organization mitigates risks /address risks or operational / technical / legal challenges.
7. Outline what assistance will be required from the City to implement the contract successfully.

## Communications & Reporting

<p>1. Explain any data and reporting systems that will potentially be used to implement and routinely evaluate program performance. Please list any additional or alternative performance metrics your organization recommends tracking, how this data will be used for program management, or how it has been used for data and reporting systems in the past.</p>
<p>2. Provide details regarding staffing capacity from your organization to assist with the development, implementation, and updates of the project.</p>
<p>3. How will your organization report performance to the City, and coordinate with the City to meet the objectives outlined in the RFP?</p>
<p>4. The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. If the proposal includes subcontractors, please describe the plan for how the City will be notified of such payments.</p>

## 5 Terms & Conditions

### 5.1 Acronyms/Definitions

1. **Awarded Contractor:** The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
2. **City:** The City of Long Beach and any department or agency identified herein.
3. **Contractor / Proposer:** Organization/individual submitting a proposal in response to this RFP.
4. **Department / Division:** City of Long Beach, Department of Economic Development
5. **Evaluation Committee:** 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.
6. **May:** Indicates something that is not mandatory but permissible.
7. **RFP:** Request for Proposals.
8. **Shall / Must:** Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
9. **Should:** Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
10. **Subcontractor:** Third party not directly employed by the Proposer who will provide services identified in this RFP.
11. **One-on-One Advisory Services:** Direct technical assistance that provides Equity Applicants the technical knowledge and expertise necessary to facilitate business ownership in the cannabis industry
12. **Adult-Use Cannabis Activity:** The sale of cannabis goods to customers 21 years of age or older or the cultivation, manufacture, distribution, transportation, or laboratory testing of cannabis goods for retail sale to adult-use customers 21 years of age or older.
13. **Cannabis Business:** A business, whether operating for-profit or not-for-profit, which performs any of the following activities related to cannabis: cultivation, delivery, distribution, processing, transporting, dispensing, selling at a retail or wholesale, manufacturing, compounding, converting, preparing, storing, packaging, or testing

14. Track-and-Trace System: The state-approved system used to track commercial cannabis activity and movement, including the purchase, sale, testing, packaging, transfer, transport, return, destruction, or disposal, of any cannabis goods.

## 5.2 Solicitation Terms & Conditions

1. 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.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer'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.
4. 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 contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to award contracts to multiple contractors.
9. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.

10. 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 Proposers.
11. 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 Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.
12. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
13. 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.
14. Proposals may be withdrawn by written notice received prior to the proposal opening time.
15. 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 or prospective Contractor.
16. 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.
17. Prices offered by Proposers 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.
18. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.
19. 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 Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer 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.

20. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Proposer 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 Proposer's obligations.
21. If the Contractor elects to use subcontractors, 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.
22. Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.
23. Each Proposer 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 Proposer or in which the Proposer 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 Proposer'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.
24. The City reserves the right to negotiate final contract terms with any Proposers 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.

25. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
26. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
27. The City will not be liable for Federal, State, or Local excise taxes.
28. 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 Proposer expressly excludes.
29. Proposer 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 Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
30. Proposals shall be kept confidential until a contract is awarded.
31. 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.
32. 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. If Attachment G is not present in the RFP, the Equal Benefits Ordinance does not apply to this procurement.
33. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment B, if applicable. 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.

### 5.3 Contract Terms & Conditions

1. 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.

2. 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 as follows:

As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at Contractor's expense for the duration of this Contract 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 boards, commissions, 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 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.
- (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 boards, commissions, officials, employees, insurer(s), 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) As applicable, professional liability or errors and omissions liability insurance (e.g., if the scope of services includes services from a licensed profession such as a lawyer or an accountant) in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the services provided pursuant to this Contract.

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 boards, commissions, 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 thirty (30) 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 Contract 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. If 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 Contract. 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 Contract.

3. The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. Additional information is available at [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).
4. 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.

5. Contactor 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").
6. 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.
7. 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.
8. 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.
9. If the Contractor elects to use subcontractors, the Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

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

## 5.4 Protest Procedures

### 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.

### 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 <http://www.longbeach.gov/purchasing>. A Proposer desiring to submit a protest for a proposal must do so within five (5) 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 (5th) 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.

### 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 must be submitted via the email address above. They must include a valid email address and phone number. 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 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.

### City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest

within five (5) business days of receipt of protest to the email address provided in the protest. This decision shall be final.

#### 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.

OFFICE OF THE CITY ATTORNEY  
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EXHIBIT "A-2"  
SCOPE OF WORK

**Priority Area #1: Site Location and Lease Negotiation.** Contractors will help Cannabis Entrepreneurs identify suitable, affordable sites in Long Beach based on license type and individual business needs. Sample activities include, but are not limited to, recommending property type (e.g., size, structure, location) and potential sites appropriate for business, providing lease- or real estate acquisition- specific negotiation techniques, and reviewing lease or real estate purchase agreements.

EXHIBIT "B"  
RATES/CHARGES

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EXHIBIT "C"

CITY REPRESENTATIVE

JIMMY VILLARREAL, Cannabis Equity Program Specialist

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EXHIBIT "D"  
NONE

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EXHIBIT "E"  
CONTRACTOR'S KEY EMPLOYEE  
YAN TKACH