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in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Agreement. For the purposes of this Section, a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Agreement will terminate at no additional cost or obligation to the City.

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

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

E. Consultant represents that Consultant has obtained all

1 necessary information on conditions and circumstances that may affect its
2 performance and has conducted site visits, if necessary.

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

6 2. TERM. The term of this Agreement shall commence at midnight on
7 January 3, 2022, and shall terminate at 11:59 p.m. on January 2, 2023, unless sooner
8 terminated as provided in this Agreement, or unless the services or the Project is
9 completed sooner. The term may be renewed for three (3) additional one-year periods at
10 the discretion of the City Manager.

11 3. COORDINATION AND ORGANIZATION.

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

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

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

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

9 5. INSURANCE.

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

17 i. Commercial general liability insurance (equivalent in
18 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
19 than One Million Dollars (\$1,000,000.00) per each occurrence and Two
20 Million Dollars (\$2,000,000.00) general aggregate. This coverage shall
21 include but not be limited to broad form contractual liability, cross liability,
22 independent contractors liability, and products and completed operations
23 liability. City, its boards and commissions, and their officials, employees and
24 agents shall be named as additional insureds by endorsement (on City's
25 endorsement form or on an endorsement equivalent in scope to ISO form CG
26 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04
27 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain
28 no special limitations on the scope of protection given to City, its boards and

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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.

ii. Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000.00). This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

iii. Professional liability or errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

iv. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit per accident.

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

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

D. If this coverage is written on a "claims made" basis, it must

1 provide for an extended reporting period of not less than one hundred eighty (180)
2 days, commencing on the date this Agreement expires or is terminated, unless
3 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,
4 continuing coverage for a period of not less than three (3) years, commencing on
5 the date this Agreement expires or is terminated.

6 E. Consultant shall require that all subconsultants or contractors
7 that Consultant uses in the performance of these services maintain insurance in
8 compliance with this Section unless otherwise agreed in writing by City's Risk
9 Manager or designee.

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

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

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

28 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement

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

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

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

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

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

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

1 of others except for the purpose of this Agreement.

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

8 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

27 15. LAW. This Agreement shall be construed in accordance with the laws
28 of the State of California, and the venue for any legal actions brought by any party with

1 respect to this Agreement shall be the County of Los Angeles, State of California for state
2 actions and the Central District of California for any federal actions. Consultant shall cause
3 all work performed in connection with construction of the Project to be performed in
4 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
5 county or municipal governments or agencies (including, without limitation, all applicable
6 federal and state labor standards, including the prevailing wage provisions of sections 1770
7 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
8 marshal, health officer, building inspector, or other officer of every governmental agency
9 now having or hereafter acquiring jurisdiction.

10 16. PREVAILING WAGES.

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

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

28 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,

1 constitutes the entire understanding between the parties and supersedes all other
2 agreements, oral or written, with respect to the subject matter in this Agreement.

3 18. INDEMNITY.

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

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

27 C. If a court of competent jurisdiction determines that a Claim was
28 caused by the sole negligence or willful misconduct of Indemnified Parties,

1 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
2 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
3 percentage of willful misconduct attributed by the court to the Indemnified Parties.

4 D. The provisions of this Section shall survive the expiration or
5 termination of this Agreement.

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

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

16 21. NONDISCRIMINATION.

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

27 B. It is the policy of City to encourage the participation of
28 Disadvantaged, Minority and Women-Owned Business Enterprises in City's

1 procurement process, and Consultant agrees to use its best efforts to carry out this
2 policy in its use of subconsultants and contractors to the fullest extent consistent
3 with the efficient performance of this Agreement. Consultant may rely on written
4 representations by subconsultants and contractors regarding their status.
5 Consultant shall report to City in May and in December or, in the case of short-term
6 agreements, prior to invoicing for final payment, the names of all subconsultants
7 and contractors hired by Consultant for this Project and information on whether or
8 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
9 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

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

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

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

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

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

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

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

24. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

1 warranty.

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

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

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

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

27 29. ADVERTISING. Consultant shall not use the name of City, its officials
28 or employees in any advertising or solicitation for business or as a reference, without the

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prior approval of the City Manager or designee.

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

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

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

OFFICE OF THE CITY ATTORNEY
CHARLES BARKIN, City Attorney
1000 Ocean Blvd., 9th Floor
Long Beach, CA 90802-4664

January 12, 2022

January 16, 2022

January 21, 2022

COMMERCIAL PROGRAMMING
SYSTEMS, INC., a California corporation

By [Signature]
Name Donna Preston
Title Vice President

By [Signature]
Name Philip Sawyer
Title President/CEO

"Consultant"

CITY OF LONG BEACH, a municipal
corporation

By [Signature] City
**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**
"City"

This Agreement is approved as to form on January 19, 2022:

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

COMMERCIAL PROGRAMMING
SYSTEMS, INC., a California corporation

January 12, 2022

By Donna Preston
Name Donna Preston
Title Vice President

January 16, 2022

By Philip Sawyer
Name Philip Sawyer
Title President/CEO

“Consultant”

CITY OF LONG BEACH, a municipal
corporation

_____, 2022

By _____ City
Manager

“City”

This Agreement is approved as to form on _____, 2022.

CHARLES PARKIN, City Attorney

By _____
Deputy

EXHIBIT "A-1"

Request for Proposals (RFP)



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

City of Long Beach
Request for Proposals Number TI 19-027

For

As-Needed Information Technology Professional Services

Release Date:	08/15/2019
Questions Due to the City:	08/22/2019
Posting of the Q & A:	09/10/2019
Due Date:	09/17/2019

City Contact: *Sokunthea (Soey) Kol* *Buyer II* *562-570-6123*

See Section 4 for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

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

E-mail: _____

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

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

Signed _____

Print Name & Title _____

Rev 2016 0919



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

TABLE OF CONTENTS

1. OVERVIEW OF PROJECT	3
2. ACRONYMS/DEFINITIONS.....	3
3. SCOPE OF PROJECT	4
4. SUBMITTAL INSTRUCTIONS.....	5
5. PROPOSAL EVALUATION AND AWARD PROCESS	8
6. PROTEST PROCEDURES	8
7. PROJECT SPECIFICATIONS	10
8. WARRANTY/MAINTENANCE AND SERVICE	11
9. COMPANY BACKGROUND AND REFERENCES.....	11
10. COST	13
11. BONDS	14
12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE	15
13. TERMS, CONDITIONS AND EXCEPTIONS	18

ATTACHMENTS

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

EXHIBIT

- A GENERAL IT REQUIREMENTS



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

1. OVERVIEW OF PROJECT

The City of Long Beach (City) is soliciting proposals from qualified Information Technology (IT) firms, teams and/or individuals to provide IT Professional Services to the City's Technology and Innovation Department (TI).

The City is seeking to pre-qualify IT Professional Services firms to provide consulting services for the enhancement and support of various application systems, and to provide qualified consultants on an hourly basis for IT projects. The City is also seeking firms capable of providing fixed-cost estimates for future technology initiatives.

2. ACRONYMS/DEFINITIONS

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

- Awarded Contractor** The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
- City** City of Long Beach, Technology & Innovation Department
- Contractor** Organization/individual submitting a proposal in response to this RFP.
- Department / Division** City of Long Beach, Technology & Innovation Department.
- 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.
- May** Indicates something that is not mandatory but permissible.
- RFP** Request for Proposal
- Shall / Must** Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
- Should** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
- Subcontractor** Third party not directly employed by the Contractor who will provide services identified in this RFP.



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

3. SCOPE OF PROJECT

The City is seeking qualified professional IT firms, teams and/or individuals with experience in three areas: 1) application-specific services; 2) general IT services; and 3) project-specific services. The qualified firm, team and/or individuals shall provide professional IT services on an "as needed" basis for projects determined during the term of the contract.

3.1 Application-Specific Services - TI routinely engages consultants to assist City staff to enhance or support various City systems. Qualified firms/consultants with specific knowledge and experience with these systems are needed for these efforts. These systems include:

- Infor Public Sector (Hansen)
- ESRI ArcGIS (including GeoHub)
- CityWorks
- Laserfiche
- Oracle's Customer Care & Billing and Mobile Workforce Management
- Episerver CMS
- ServiceNow
- LanDesk
- Tyler Munis ERP system
- Various mainframe systems (mainly internally developed Cobol applications)

3.2 General IT Services - TI periodically has the need to retain consultants for short-term or long-term special projects. When these needs arise, TI will select candidates from an established list of pre-qualified consultant firms. TI seeks IT professionals in the following specialties:

- Business Analyst (Senior and Entry-Level)
- Project Manager
- Legacy System Programmer
- Applications / Web Developer
- Website Graphic Designer
- Database Administrator
- Mobile Application Developer
- Network Administrator
- Communications Specialist
- Wireless communications Specialist (RF & Wi-Fi)
- Voice Communications Specialist (VOIP)
- Desktop Technician
- Help Desk Technician
- Mobile Devices Technician
- Technology Asset Management Technician



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

See **Exhibit A – General IT Services Requirements** for the full requirements.

- 3.3 **Project-Specific Services** - TI occasionally has the need for specific technical skills to complete projects, such as the development of small Web-based (.NET) or mobile (iPhone/Android/Web) applications, large deployment of new devices, and implementation of a new system. For these particular needs, quotes will be obtained from the pre-approved Contractors in advance.

4. SUBMITTAL INSTRUCTIONS

- 4.1 For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov by 4:00 p.m. on August 22, 2019. Responses to the questions will be posted on the City's website longbeach.gov/purchasing under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

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

4.2 RFP Timeline (times indicated are Pacific Time)

<u>TASK</u>	<u>DATE/TIME</u>
Deadline for submitting questions	August 22, 2019 by 4:00 PM
Answers to all questions submitted available	September 10, 2019 by 4:00 PM
Deadline for submission of proposals	September 17, 2019 by 11:00 AM
Evaluation period	September – October 2019
Selection of Contractor	On or about October 2019

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



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

4.3 Method of Submission

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

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

Submit proposal online at:

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

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

- 4.4 Proposals must be received by 11:00 a.m. (PST) on September 17, 2019. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 The proposal should be presented in a format that corresponds to and references sections outlined below and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. For ease of evaluation, proposals should be presented in the format described within this RFP.
- 4.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.



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

- 4.7 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.8 The proposal must be signed by the individual(s) legally authorized to bind the Contractor.
- 4.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.10 Proposals shall be submitted in four (4) distinct parts:
- **Part One (1)** - Narrative/technical proposal
 - **Part Two (2)** - Cost Proposal
 - **Part Three (3)** – City Required Forms
 - **Part Four (4)** – Financial Stability Documents/Statements

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

- 4.11 **A responsive proposal will include the following completed documents:**
- **Narrative/technical Proposal**
 - **Cost Proposal**
 - **Required City Forms** shall be one separate file and uploaded separately from the technical/narrative and cost proposals on the general attachment tab in PlanetBids:
 - Attachment A – Compliance with the Terms and Conditions of the RFP, signed with any exceptions noted
 - Attachment C – Statement of Non-Collusion, signed and dated
 - Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated
 - Attachment E – Contractor's W-9
 - Attachment F – Secretary of State Registration. Contractors must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Contractor has already filed, it may be uploaded as a general attachment.
 - Attachment G – Completed, signed and dated Equal Benefits Ordinance (EBO) Form.
 - Addenda (if applicable)



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

- **Financial Stability Documentation/Statements**

5. PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
 - 5.1.1 Demonstrated competence;
 - 5.1.2 Experience in performance of comparable engagements;
 - 5.1.3 Expertise and availability of key personnel;
 - 5.1.4 Financial stability
 - 5.1.5 Conformance with the terms of this RFP; and
 - 5.1.6 Reasonableness of cost.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any proposal term from prospective Contractors.
- 5.5 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

6. PROTEST PROCEDURES

6.1 Who May Protest

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



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

6.2 Time for Protest

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

6.3 Form of Protest

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

6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

6.5 Limitation of Remedy

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



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

7. PROJECT SPECIFICATIONS

7.1 Application-Specific Services - If proposing support for Application-Specific Services, consultants shall demonstrate their experience, knowledge and expertise providing services for the specific application and version used by the City as provided in the table below. Information shall include, but not limited to current references, and description of services provided to other businesses or governmental agencies.

Application	Version
Infor Public Sector (Hansen)	8.5x and 11.x
ESRI ArcGIS	10.x
Cityworks	2015 and 15.x
Oracle CC&B and MWM	2.x
Zoll RescueNet ePCR and Ambulance Billing	
Tyler Munis ERP	2019.3
Laserfiche	10.x
EPiServer	11.x
ServiceNow	London
Salesforce CRM	Project pending
Genetec	Various
Lenel	Project pending
Microsoft SQL databases	Enterprise edition
Oracle Databases	Enterprise edition

7.2 General IT Services - If proposing to provide General IT Services, consultants must be able to provide the following services:

- 7.2.1 Pass-through staffing where the City identifies the resource.
- 7.2.2 Allow the City to indicate the threshold and criteria when looking for available resources (e.g. Attempt to find a Jr. BA with one to two years of experience for less than \$50/hour)
- 7.2.3 Find qualified resources based on technical skills desired, see **Exhibit A**.

7.3 Project-Specific Services - If proposing the ability to bid on Project-Specific Services, consultants must be able to meet the following criteria:

- 7.3.1 Able to provide fixed-price cost estimates.
- 7.3.2 Agree to follow the City's development standards and conventions (Microsoft .NET shop) and provide transfer of knowledge and source code.



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

7.3.3 Agree that all work product will be the property of City to use, modify, and distribute royalty-free (with the exception of any 3rd party components).

7.4 Additional Requirements - Proposers shall address the following:

7.4.1 Provide a description of your candidate screening process.

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

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

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

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

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

8. WARRANTY/MAINTENANCE AND SERVICE

Not applicable.

9. COMPANY BACKGROUND AND REFERENCES

9.1 Primary Contractor Information

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

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.



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

- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:
 - a) Financial Statement or Annual Report;
 - b) Business tax return;
 - c) Statement of income and related earnings;
 - d) Statement of Changes in financial position;
 - e) Letter from the proposer's banking institution;
 - f) Statement from a certified public accounting firm.

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. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

If "Yes", Contractor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.



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

9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.

9.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

9.3 References

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

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

9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to www.longbeach.gov/finance/business_license.

10. COST

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

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



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

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

Name of application to be supported:		
Resource Type	On-site hourly rate	Off-site hourly rate (inclusive of travel/expenses)

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

10.3.1 Provide the percentage markup for pass through staff.

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

Resource Type	On-site hourly rate	Off-site hourly rate (inclusive of travel/expenses)

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

Resource Type	On-site hourly rate	Off-site hourly rate (inclusive of travel/expenses)

11. BONDS

Not applicable.



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

12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

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

- 12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.
- 12.2 Access to Contractor's Records – The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.
- 12.3 Americans with Disabilities Act – The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland "Anti-Kickback" Act – The Awarded Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.



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

- 12.7 Copyright – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: “The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.” The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace – The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency – The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation – The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).
- 12.13 National Preservation Acts – The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. §



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

469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

- 12.14 **Non-discrimination; Equal Employment Opportunity** – The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Opportunity Employment,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.
- 12.15 **Patent Rights** – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department’s project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with “Government Patent Policy” and 37 CFR Part 401.
- 12.16 **Payments, Reports, Records, Retention and Enforcement** – The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
- 12.17 **Publications** – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: “This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official



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

position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).

12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

13. TERMS, CONDITIONS AND EXCEPTIONS

13.1 This contract will be for a period of 24 months with three (3) annual renewal options at the discretion of the City. The contract term will not exceed 60 months.

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

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

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

13.5 The City prefers to award to a single contractor but reserves the right to award contracts to multiple contractors.

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

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

13.8 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license



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

agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.

- 13.9 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.10 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.11 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.12 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.
- 13.13 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.14 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.15 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.16 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.17 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that



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

- the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 13.18 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.19 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.20 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.21 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.22 The City will not be liable for Federal, State, or Local excise taxes.
- 13.23 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, and the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.24 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the



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

awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

- 13.25 Contractor understands and acknowledges that the representations above are material and important and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.26 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.27 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.

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

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

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



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

agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

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

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

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

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

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

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

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

Exhibit A

General IT Services Requirements

The following list is an overview of the types of roles and experience required to provide as-needed professional service for the wide variety of projects in the Technology and Innovation Department. All the roles are project-based and will support projects when specialized experience is required.

Business Analyst

Consultant will have a strong understanding and experience with the following:

- A bachelor's degree and at least 5 years of work experience as a Project Manager and/or Business Analyst;
- Comprehensive knowledge of business processes and workflow processes;
- Comprehensive knowledge of research and analysis methods and techniques;
- Thorough knowledge of computer systems and business applications;
- Ability to multi-task and manage parallel initiatives with sometimes-conflicting resources demands. Ability to find creative ways to mitigate the risks and the resource conflicts in order to deliver on the highest value projects;
- Ability to research and analyze computer software applications;
- Ability to develop effective business processes and work flow processes;
- Ability to translate designated business functions and requirements into functional system design specifications;
- Ability to effectively assess situations and solve problems logically and systematically;
- Ability to prepare reports and related information as needed;
- Ability to keep abreast of current trends and developments in business and technical solutions;
- Ability to communicate technical information to line personnel;
- Ability to communicate with others and assimilate and understand information in a manner consistent with the essential job functions;
- Ability to perform requirements definition;
- Ability to identify, analyze, define, develop plans and implement changes to computer related systems;
- Ability to establish and maintain effective working relationships with other City departments and software vendors;
- Effective written and oral communications skills;
- Additional coursework or certification as a Business Analyst is desirable.



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

Project Manager

Consultant will have a strong understanding and experience with the following:

- A minimum of least 5 years of work experience as a Project Manager;
- Experience with Software Development Lifecycle (SDLC) best practices
- Previous experience managing deployment of software applications, including finance, Utility Billing, and HR;
- Experience managing projects that were completed on schedule and on budget;
- Full understanding of Project Management Institute (PMI) methodology;
- Ability to see the "big picture" and how each project will affect the business;
- Ability to successfully function in a matrixed management environment;
- Comprehensive knowledge of business processes and workflow processes;
- Comprehensive knowledge of research and analysis methods and techniques;
- Thorough knowledge of computer systems and business applications;
- Ability to multi task and manage parallel initiatives with sometimes-conflicting resources demands.
- Ability to find creative ways to mitigate the risks and resource conflicts in order to deliver on the highest value projects;
- Ability to translate designated business processes and requirements into functional system design specifications;
- Ability to assess situations and solve problems logically and systematically;
- Ability to prepare status reports and presentations to upper management
- Ability to communicate technical information to line personnel;
- Ability to communicate with people at all levels of the organization to enable staff to assimilate and understand information in a manner consistent with the essential job functions;
- Ability to perform requirements definition;
- Ability to identify, analyze, define, and develop plans and implement changes to computer related systems;
- Ability to establish and maintain effective working relationships with other City departments and software vendors;
- Effective written and oral communications skills;
- Additional coursework or certification as a Project Manager is desirable;
- PMP Certification is highly desirable.



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

Legacy System Programmer

Consultant will have a strong understanding and experience with the following:

- Possession of a bachelor's degree with specialization in computer systems, programming, systems analysis or a related field; or a bachelor's degree and at least 5 years of work experience as a Programmer/ Analyst;
- Proficient with IBM Mainframe MVS OS;
- Senior programming skill using COBOL, IMS/DB DC and DLI, CICS, MVS/JCL, TSO, DB2 and assorted utilities such as Fileaid, File Manager and Expediter;
- Proficient using Microsoft Office 365 products including Excel, Word and MS Project;
- Excellent communication skills.

Applications/Web developer

Consultant will have a strong understanding and experience with the following:

- 4+ years professional work experience in software development
- Hands-on experience in one or more: .NET framework: ASP.NET, VB.NET, XML, classic ASP, SQL Server, Web Services, HTML, Crystal Reports, Java, and JavaScript
- Experience with Visual Studio.NET and other VS Tools in an application development environment
- Experience with the following a plus: WebSphere, Weblogic, Apache/Tomcat, Internet Information Services, ANT, CSS, PHP, PERL, Cold Fusion, SharePoint, AJAX, XML, J2EE, JDBC, Eclipse, ANT, Struts, JUNIT, JBOSS, NetBeans, JSP, JSF, and JSTL
- Ability to perform requirements definition
- Ability to identify, analyze, define, develop plans and implement changes to computer related systems
- Experience with Software Development Lifecycle (SDLC) best practices

Website/Graphic Designer

Consultant will have a strong understanding and experience with the following:

- Experience with one or with one or more: Adobe PhotoShop, InDesign, Illustrator, Dreamweaver, Premiere, Adobe Flash, HTML
- Experience with the following a plus: ActionScript, CSS, XML, ActionScript, Web 2.0, JavaScript, Animation/character design with 3D Studio Max, AJAX Frameworks, Microsoft Visual Studio .Net 2003 (2005)
- Experience with graphics design and creation
- Experience designing consumer-oriented web-based interfaces
- Must have a high level of knowledge and application of CSS and JavaScript in developing the Presentation Layer of web applications (User Interface, User Experience and Interactivity)
- Experience working with website content management – Episerver CMS



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

Database Administrator

Consultant will have a strong understanding and experience with the following:

- Experience with either Oracle or Microsoft database administration
- Strong experience in developing and maintaining relational databases including backup/recovery procedures is required
- DBMS software installation, configuration and upgrade experience
- Experience with patch management is essential.
- Experience with RDBMS performance tuning, and data security protocols.
- SQL performance tuning skills to identify poorly performing queries, guide developer in rewriting SQL to reduce IO and CPU cost and assures index optimization.
- Experience with a RAC or clustered environments

Systems Support / Production Support Specialist

Consultant will have a strong understanding and experience with the following:

- Experience in administration, monitoring and support of virtual computing (VMware/HyperV).
- Experience with SAN, NAS and storage appliances.
- Experience in SAN fabric configuration and allocation.
- Experience in modern backup and restore methodologies and applications.
- Disaster recovery and business continuity planning and implementation.
- Cloud as infrastructure experience (IAAS).
- Basic understanding of networking, copper and fiber connectivity.
- Basic understanding of Data Center operations, setup and procedures.
- Ability to support Client Server/Web Applications (COTS)
- Understanding of SQL and Oracle Databases
- General understanding of FTP Processes
- Technical background
- Excellent verbal and written communication skills
- Customer service skills

Android/iPhone Developer

Consultant will have a strong understanding and experience with the following:

- Strong Objective C and C++ Skills
- Excellent problem-solving abilities
- Good communication Skills
- iPhone SDK 3.0
- Xcode IDE/Cocoa Touch
- Algorithms and data structures
- OOP design patterns



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

Windows Server Administrator

Consultant will have a strong understanding and experience with the following:

- Active Directory management
- Creation of policies for things like acceptable use
- Backup strategy
- OS patching/upgrades
- Software installs/upgrades
- Monitoring/alert config
- Performance tuning
- Security of data - and physical security of the servers themselves
- End-user training on server use

Communications Network Specialists

Consultant will have a strong understanding and experience with the following:

- Metropolitan Area Network (MAN) design, implementation, and administration principles
- Local Area Network (LAN) design, implementation, and administration such as Virtual Local Area Networks (VLAN) and Wireless Local Area Networks (WLAN)
- Experience with the design, development, implementation, storage, and operation of data (both local and wide area), video and voice telecommunications systems
- Characteristics, capabilities, and uses of telecommunications system components, including data communications lines and equipment, data-access arrangement equipment, input and output devices, communications processors, line concentrators, telecommunications software, switching networks, multiplexers, terminals, modems, and voice PBX systems
- Computer networks: ETHERNET, 10 Base-T, LAN, WAN, PBX/KSU, VOIP voice systems
- Communications network architectures, programmable protocol analyzers, and communications hardware
- Network security and access control such as Intrusion Protection Systems (IPS) and Virtual Private Network (VPN) Appliances
- Components, capabilities and uses of servers and other computer equipment
- Operation and application of a wide variety of network software
- Troubleshooting methods and equipment used in the detection of malfunctions and the maintenance of optimum operating efficiency of telecommunications systems
Operation of data scopes, programmable protocol analyzers and voice/data test sets
- Network recordkeeping



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

Voice Communications Specialist (VoIP)

Primary focus of this consulting role is to implement and support VoIP installations, the consultant may also be tasked with general network support and build-outs including security, routing, switching, wireless, and other network related duties. Primary projects will include:

- Working with management team to develop a comprehensive and successful Cisco Unified Communications business unit and plan
- Working with customer to deploy and install elements of their Cisco Unified Communications system.
- Conducting design, staging, configuration, implementation, and support for VoIP installations as necessary to assist with special projects.

Wireless Communications Specialist (Radio Frequency (RF) & Wi-Fi)

The consultant will work with the Wireless Communications Officer and will typically oversee and guide the work of Associate and Design Engineers, in charge of managing the day to day operations of the projects, and interface with Project Managers. The Senior Engineer will answer technical questions as well as day to day operational questions.

Potential consulting projects may include:

- Conducting the analysis, design, implementation, optimization and enhancement of wireless telecommunications networks.
- Analyzing system dimensioning for coverage and capacity including traffic analysis,
- Conducting initial system design and dimensioning, coverage planning, site identification, evaluation and zoning support,
- Conducting frequency planning, interference analysis and optimization

The consultant should have a bachelor's degree in electrical engineering with a minimum of 5 years of experience working as a RF Engineer. Other desirable qualifications would include experience with current models of Motorola radio equipment, ASTRO 25 trunking, conventional voted and simulcast systems, Aviat microwave systems, MCC 7500 dispatch system, and other various wireless communications systems. Specific qualifications will be dependent upon the type of project.



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

Desktop Support Technician

The role of the consultant is to assist staff at City Hall and remote locations with technical support of desktop computers, applications and related technology during special projects. Support provided includes specifications, installation and testing of computer systems and peripherals within established guidelines. Consultant will also assist in the maintenance and testing of network servers and associated equipment.

Responsibilities:

- Assist staff with the installation, configuration and ongoing usability of desktop computers, peripheral equipment and software for special projects.
- Work with vendor support contacts to resolve technical problems with desktop computing equipment and software.
- Ensure desktop computers interconnect seamlessly with diverse systems including associated validation systems, file servers, email servers, computer conferencing systems, application servers and administrative systems.
- Work with procurement staff to purchase hardware and software
- Assess functional needs to determine specifications for purchases
- Maintain Telephone Systems

Minimum Experience:

- 2 years' experience supporting Windows 7 and 10 desktop/laptop computers and tablets
- 2 years' experience supporting iOS phones and tablets
- Experience troubleshooting hardware issues and replacing hardware on both desktop and laptop PCs
- Experience installing software, patches, updates on Desktops, Laptops, Servers
- Experience troubleshooting basic network, software, printing problems
- Customer service experience a must

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

Attachment A

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

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

SIGNATURE _____

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

EXCEPTION SUMMARY FORM

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



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

Attachment B

PRO-FORMA AGREEMENT

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

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

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AGREEMENT

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

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

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

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

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

1. SCOPE OF WORK OR SERVICES.

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

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

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

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

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

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

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

1 insurance has been delivered to and approved by City.

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

6 3. COORDINATION AND ORGANIZATION.

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

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

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

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

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

4 5. INSURANCE.

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

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

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

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

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

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

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

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

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

E. Consultant shall require that all subconsultants or contractors

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

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

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

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

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

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

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

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

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

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

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

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

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

1 disclosed pursuant to subpoena or court order.

2 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

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

4 16. PREVAILING WAGES.

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

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

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

25 18. INDEMNITY.

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

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

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

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

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

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

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

2 20. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

2 23. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

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

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

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26. CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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

(NAME OF CONSULTANT)

_____, 20__ By _____
Name _____
Title _____

_____, 20__ By _____

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

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Name _____

Title _____

“Consultant”

CITY OF LONG BEACH, a municipal corporation

_____, 20__ By _____

City Manager

“City”

This Agreement is approved as to form on _____, 20__.

CHARLES PARKIN, City Attorney

By _____

Deputy



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

Attachment C

Statement of Non-collusion

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

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

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

Authorized signature and date

Print Name & Title



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

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

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

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

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

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

Business/Contractor/Agency

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

r20141001



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

Acceptance of Certification

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

Instructions for completing the form, Attachment –Debarment Certification

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

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

Rev 12.11.13



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

Attachment E

W-9 Request for Taxpayer Identification Number and Certification

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

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

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



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

Form **W-9**
 (Rev. October 2014)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	2 Business name/disregarded entity name, if different from above					
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check <u>only one</u> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					
	<input type="checkbox"/> Other (see instructions) ▶ _____					
	5 Address (number, street, and apt. or suite no.) See instructions.			Requester's name and address (optional)		
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ _____		Date ▶ _____
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



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

VENDOR APPLICATION FORM

Company Name (same as line 1 on W9):	
DBA Name (same as line 2 on W9):	
Federal Tax ID Number (or SSN):	required (this number is a fed tax ID: <input type="radio"/> <small>leave blank if not applicable</small> SSN: <input type="radio"/>
Web Address:	
Purchase Order Address:	
Attn:	
City:	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	
Fax:	
Toll Free:	
<i>If 'remit to' address is the same as the purchase order address, put SAME in first box only</i>	
'Remit to' Address :	
Attn:	
City:	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	
Fax:	
Toll Free:	
Type of Ownership:	
Individual <input type="radio"/>	Partnership <input type="radio"/>
Corporation <input type="radio"/>	LLC <input type="radio"/>
Nonprofit <input type="radio"/>	Government <input type="radio"/>
Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)	
MBE <input type="radio"/>	WBE <input type="radio"/>
Local <input type="radio"/>	DBE <input type="radio"/>
Certified SBE <input type="radio"/>	Certified Micro <input type="radio"/>
State certification number:	



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

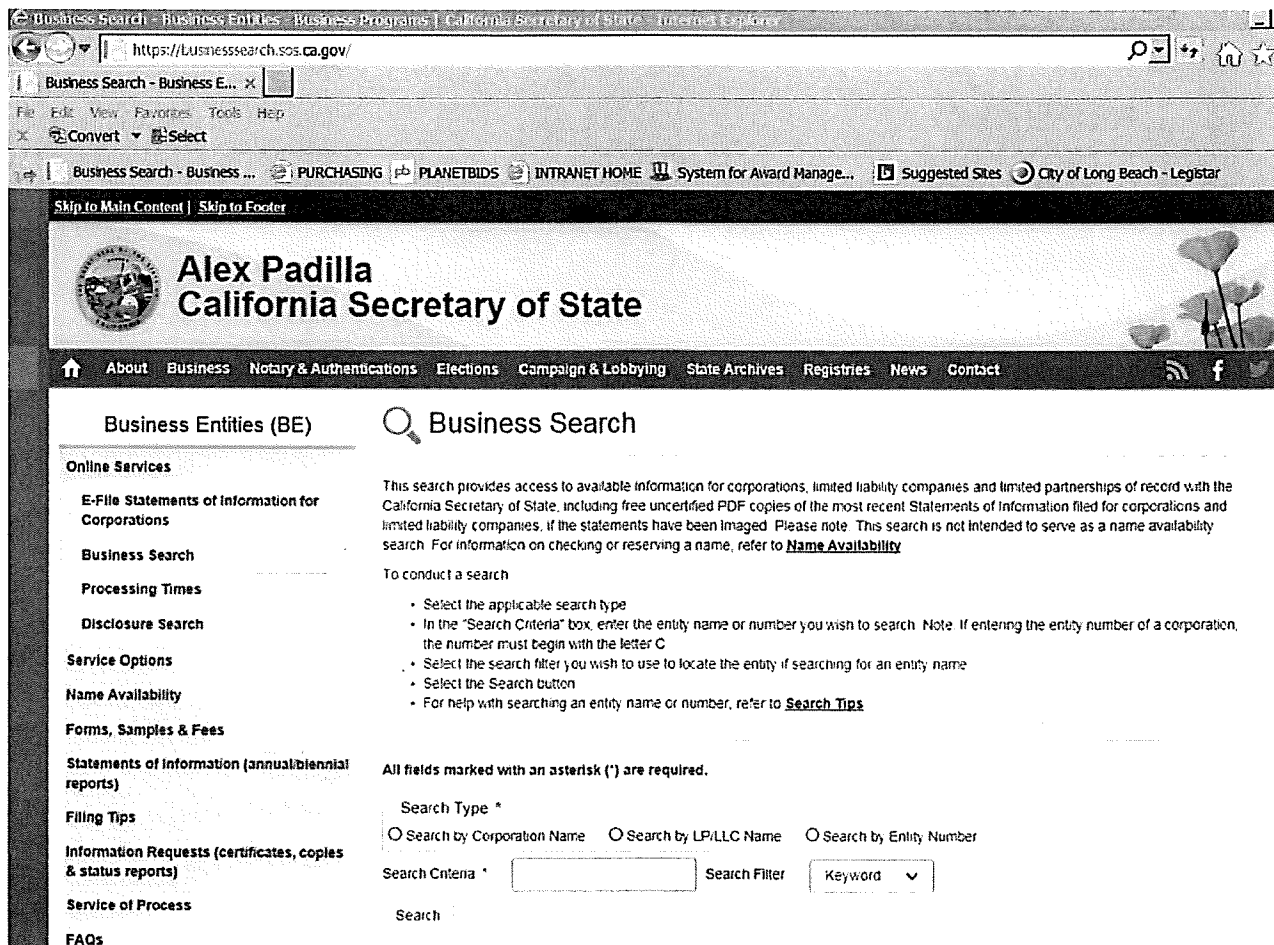
Attachment F

Secretary of State Certification

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

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

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



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



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

Attachment G

Equal Benefits Ordinance (EBO) Form

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

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

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____

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

Section 1. CONTRACTOR/VENDOR INFORMATION

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

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

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

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

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this _____ day of _____, 20__, at _____, _____

Name _____ Signature _____

Title _____ Federal Tax ID No. _____

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4684

1 Section 1. Chapter 2.73 is added to the Long Beach Municipal Code to
2 read as follows:

3 Chapter 2.73

4 EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS

5
6 2.73.010 Title and purpose.

7 This ordinance shall be known as the "Long Beach Equal Benefits
8 Ordinance". The purpose of this Chapter is to protect the public health,
9 safety and welfare by requiring that public funds be expended in such a
10 manner as to prohibit discrimination in the provision of employee benefits by
11 City contractors between employees with spouses and employees with
12 domestic partners, and/or between domestic partners and spouses of such
13 employees.

14
15 2.73.020 Definitions.

16 A. "Contractor" shall mean any person or persons, firm,
17 partnership, corporation, or combination thereof, who enters into a contract
18 with the City.

19 B. "Domestic partner" shall mean any person who has a currently
20 registered domestic partnership with a governmental body pursuant to state
21 or local law authorizing such registration or with his or her employer or his or
22 her domestic partner's employer.

23 C. "Non-profit" shall mean a non-profit organization described in
24 Section 501(c)(3) of the Internal Revenue Code of 1954 which is exempt
25 from taxation under Section 501(c)(3) of that Code, or any nonprofit
26 educational organization qualified under Section 23701(d) of the Revenue
27 and Taxation Code.

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2.73.030 Contractors subject to requirements.

A. The following contractors are subject to this Chapter:

1. For-profit entities which enter into an agreement with the City for public works or improvements to be performed, or for goods or services to be purchased, for an amount of One Hundred Thousand Dollars (\$100,000) or more; and

2. For-profit entities which generate Three Hundred Fifty Thousand Dollars (\$350,000) or more in annual gross receipts and which occupy City property pursuant to a written agreement for the exclusive use or occupancy of said property for a term exceeding twenty-nine (29) days in any calendar year.

B. The requirements of this Chapter shall only apply to those portions of a contractor's operations that occur (i) within the City; (ii) on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the City; and (iii) elsewhere in the United States where work related to a City contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

C. The City Manager or designee will provide a report to the City Council regarding the implementation of this ordinance no later than one year following the effective date of this Ordinance, and will consider among other items, whether the dollar thresholds set forth in subsections (A) and (B) should be modified.

2.73.040 Non-discrimination in provision of benefits.

A. No contractor subject to this Chapter pursuant to Section 2.73.030 shall discriminate in the provision of bereavement leave, family

1 medical leave, health benefits, membership or membership discounts,
2 moving expenses, pensions and retirement benefits or travel benefits or in
3 the provision of any benefits other than bereavement leave, family medical
4 leave, health benefits, membership or membership discounts, moving
5 expenses, pensions and retirement benefits or travel benefits between
6 employees with domestic partners and employees with spouses, and/or
7 between the domestic partners and spouses of such employees except as
8 set forth in Subsections 2.73.040.A.1 and 2 below;

9 1. In the event that the contractor's actual cost of
10 providing a particular benefit for the domestic partner of an employee
11 exceeds that of providing it for the spouse of an employee, or the
12 contractor's actual cost of providing a particular benefit for the spouse of an
13 employee exceeds that of providing it for the domestic partner of an
14 employee, the contractor shall not be deemed to discriminate in the
15 provision of employee benefits if the contractor conditions providing such
16 benefit upon the employee agreeing to pay the excess costs.

17 2. The contractor shall not be deemed to discriminate in
18 the provision of employee benefits if, despite taking reasonable measure to
19 do so, the contractor is unable to extend a particular employee benefit to
20 domestic partners, so long as the contractor provides the employee with a
21 cash equivalent.

22 B. Provided that a contractor does not discriminate in the
23 provision of benefits between employees with spouses and employees with
24 domestic partners, a contractor may:

25 1. Elect to provide benefits to individuals in addition to
26 employees' spouses and employees' domestic partners;

27 2. Allow each employee to designate a legally domiciled
28 member of the employee's household as being eligible for spousal

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equivalent benefits; or

3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. A contractor will not be deemed to be discriminating in the provision of benefits where the implementation of policies ending discrimination in benefits is delayed following the first award of a City contract to a contractor after the effective date of this Chapter:

1. Until the first effective date after the first open enrollment process following the date the contract with the City is executed, provided that the contractor submits evidence that it is making reasonable efforts to end discrimination in benefits. This delay may not exceed two (2) years from the date the contract with the City is executed and only applies to benefits for which an open enrollment process is applicable.

2. Until administrative steps can be taken to incorporate nondiscrimination in benefits in the contractor's infrastructure. The timer allotted for these administrative steps shall apply only to those benefits for which administrative steps are necessary and may not exceed three (3) months. An extension of this time may be granted at the discretion of the City Manager upon the written request of a contractor, setting forth the reasons that additional time is required.

3. Until the expiration of a contractor's current collective bargaining agreement(s) where all of the following conditions have been met:

a. The provision of benefits is governed by one or more collective bargaining agreement(s); and

b. The contractor takes all reasonable measures to end discrimination in benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for the contractor to take

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whatever steps are necessary to end discrimination in benefits or by ending discrimination in benefits without reopening the collective bargaining agreement(s); and

c. In the event that the contractor cannot end discrimination in benefits despite taking all reasonable measure to do so, the contractor provides a cash equivalent to eligible employees for whom benefits are not available. Unless otherwise authorized, in writing by the City Manager, this cash equivalent payment must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened, or in any case no longer than three (3) months from the date the contract with the City was executed. This cash equivalent payment shall not be required where it is prohibited by federal labor law.

D. Employers subject to this Chapter pursuant to Section 2.73.030 shall give written notification to each current and new employee of his or her potential rights under this Chapter in a form specified by the City. Such notice shall also be posted prominently in areas where it may be seen by all employees.

2.73.050 Required contract provisions.

Every contract subject to this Chapter shall contain provisions requiring it to comply with the provisions of this Chapter as they exist on the date when the contractor entered the contract with the City or when such contract is amended. Such contract provisions may include but need not be limited to the contractor's duty to promptly provide to the City documents and information verifying its compliance with the requirements of this Chapter and sanctions for noncompliance.

///
///

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

- 1 2.73.060 Waivers and exemptions.
- 2 A. The City may waive the requirements of this Chapter where
- 3 the City Manager makes one or more of the following findings:
- 4 1. Award of a contract or amendment is necessary to
- 5 respond to an emergency;
- 6 2. The contractor is a sole source;
- 7 3. The contractor is a non-profit entity as defined in
- 8 Section 2.73.020, above;
- 9 4. Non compliant contractors are capable of providing
- 10 goods or services that respond to the City's requirements;
- 11 5. The contractor is a public entity;
- 12 6. The requirements of this Chapter are inconsistent with
- 13 a grant, subvention or agreement with a public agency;
- 14 7. The City is purchasing through a cooperative or joint
- 15 purchasing agreement;
- 16 8. The contract involves specialized legal services such
- 17 that it would be in the best interests of the City to waive the requirements of
- 18 this Chapter, as determined by the City Attorney;
- 19 9. The contract involves investment of trust moneys or
- 20 agreements relating to the management of trust assets, City moneys
- 21 invested in U.S. government securities or under pre-existing investment
- 22 agreements, or the investment of City moneys where no person, entity or
- 23 financial institution doing business with the City which is in compliance with
- 24 this Chapter is capable of performing the desired transactions or the City will
- 25 incur financial loss if the requirements of this Chapter are enforced;
- 26 10. After taking all reasonable measures to find an entity
- 27 that complies with this Chapter, the City may waive any or all requirements
- 28 of this Chapter for any contract or bid package advertised and made

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 available to the public, or any competitive or sealed bids received by the
2 City as of the effective date of this Chapter under the following
3 circumstances:

4 a. There are no qualified responsive bidders or
5 prospective contractors who comply with this Chapter and the contract is for
6 goods, a service or a project that is essential to the City or City residents; or

7 b. The requirements of this Chapter would result in
8 the City's entering into a contract with an entity that was set up, or is being
9 used for the purpose of evading the intent of this Chapter.

10 B. The requirements of this Chapter shall not be applicable to
11 contracts executed or amended prior to the effective date of this Chapter, or
12 to bid packages advertised and made available to the public, or any
13 competitive or sealed bids received by the City prior to the effective date of
14 this Chapter, unless and until such contracts are amended after the effective
15 date of this Chapter and would otherwise be subject to this Chapter.

16 C. The City Manager or designee may issue regulations from
17 time to time implementing the provisions of this ordinance.

18 D. The City Manager shall report to the City Council annually on
19 the status of waivers and exemptions.

20
21 2.73.070 Retaliation and discrimination prohibited.

22 A. No employer shall retaliate or discriminate against an
23 employee in his or her terms and conditions of employment by reason of the
24 person's status as an employee protected by the requirements of this
25 Chapter.

26 B. No employer shall retaliate or discriminate against a person in
27 his or her terms and conditions of employment by reason of the person
28 reporting a violation of this Chapter or for prosecuting an action for

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enforcement of this Chapter.

2.73.080 Employee complaints to City.

A. An employee who alleges violation of any provision of the requirements of this Chapter may report such acts to the City. The City Manager may establish a procedure for receiving and investigating such complaints and take appropriate enforcement action.

B. The City shall have the power to examine contractors' benefit programs covered by this Chapter.

C. Any complaints received shall be treated as confidential matters, to the extent permitted by law. Any complaints received and all investigation documents related thereto shall be deemed exempt from disclosure pursuant to California Government Code Sections 6254 and 6255.

2.73.090 Remedies.

A. Upon a finding by the City Manager that a contractor has violated the requirements of this Chapter, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided at law or in equity.

1. The City Manager shall be authorized to terminate said contract and bar the contractor from bidding on future contracts with the City for three (3) years from the effective date of the contract termination.

2. In the City Manager's sole discretion, a contractor found to have willfully violated the requirements of this Chapter may be required to pay liquidated damages.

3. The City may seek recovery of reasonable attorneys' fees and costs necessary for enforcement of this Chapter.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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B. Notwithstanding any provision of this Chapter or any other Chapter to the contrary, no criminal penalties shall attach for any violation of this Chapter.

C. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a cause of action to enforce any rights hereunder in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

D. Nothing in this Chapter shall be interpreted to authorize a right of action against the City.

Section 2. The City Clerk shall certify to the passage of this ordinance by the City Council and cause it to be posted in three (3) conspicuous places in the City of Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the Mayor.

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I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of December 8, 2009, by the following vote:

Ayes: Councilmembers: Garcia, Lowenthal, DeLong,
O'Donnell, Schipske, Andrews,
Reyes Uranga, Gabelich, Lerch.

Noes: Councilmembers: None.

Absent: Councilmembers: None.


City Clerk

Approved: 12/11/09
(Date)


Mayor

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT "A"

Scope of Work



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

City of Long Beach

Request for Proposals Number TI 19-027

For

As-Needed Information Technology Professional Services

Release Date:	08/15/2019
Questions Due to the City:	08/22/2019
Posting of the Q & A:	09/10/2019
Due Date:	09/17/2019

City Contact: *Sokunthea (Soey) Kol* Buyer II 562-570-6123

See Section 4 for instructions on submitting proposals.

Company Name Commercial Programming Systems Contact Person Philip Sawyer
 Address 4400 Coldwater Canyon Ave #105 City Sutdio City State CA Zip 91604
 Telephone (323) 419-3136 Fax (323) 419-3136 Federal Tax ID No. [REDACTED]
 E-mail: phil@cpsinc.com

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

I have read, understand, and agree to all terms and conditions herein. Date 9/13/2019

Signed *Philip Sawyer*

Print Name & Title Philip Sawyer, President/CEO

Rev 2016 0919

Table of Contents

Part One

Narrative Technical Proposal (4.1)	1
General IT Services (7.2)	1
Additional Requirements (7.4)	5
Company Background (9)	8
Subcontractor Information (9.2)	20
Reference (9.3)	20

Part One

Narrative/Technical Proposal (4.1)

Commercial Programming Systems, Inc. (CPS) has been providing IT Services to local governments since 1984.

Current Government Clients Include:

- City of Los Angeles Information Technology Agency
- City of Los Angeles Department of Building and Safety
- City of Los Angeles Department of Planning
- City of Los Angeles Police Department
- City of Los Angeles Fire Department
- City of Los Angeles General Services
- City of Los Angeles Office of the Controller
- City of Los Angeles Personnel Department
- City of Los Angeles Economic and Workforce Development Department
- County of Los Angeles
- Los Angeles County Superior Court
- Southern California Association of Governments

We are certified by the State of California as a Small Business Enterprise.

CPS has been located in the County of Los Angeles for 40 plus years and our President/CEO has over 30 years of experience providing similar Information Technology Services to various local government clients as well as commercial clients.

GENERAL IT SERVICES 7.2

7.2.1 Pass-through staffing. CPS frequently provides this service to our clients. Pass-through candidates are hired as W2 employees. We do provide six days of sick time, 401K, and access to dental insurance, access to training through ADP and certain other resources to ensure the welfare of our employees.

7.2.2. We recruit candidates based on your request. Our long experience in the local market gives us access to over 300,000 IT candidates, as well as the vast numbers available through a variety of subscription Resume Databases.

In addition to active searches for candidates we post jobs to our Web Site (www.cpsinc.com), Dice, Indeed and a number of other sites such as Glassdoor that either monitor our postings or use Datafrenzy (which we subscribe to).

We will respond to your requests in a timely manner and will work with you to point out changes that might increase your candidate pool.

Regardless of the complexity or difficulty of your requirements we will recruit to your specifications, including rate requirements.

7.2.3 Find qualified resources based on technical skills desired:

We have extensive experience with recruiting for a variety of government entities. We will give you breakdown of our experience with your specific requirements:

Business Analyst (Senior and Entry Level).

- Superior Court: Over the last three years we have provided Business Analysts to the Superior Court for several projects including:
 - Analysis to improve financial reports Perform SQL queries against financial databases Review current financial process and make recommendations for efficiency and automation Automate or make recommendations for automating several reconciliation process Document current and improved procedures
 - eCitation Project. Business Analyst working with a small team to design, develop, and deploy new software applications and service that allow law enforcement agencies to electronically file traffic citations.
 - Benchview. Business Analyst working with a small team to design, develop and deploy software applications and services for the Court's judicial officer community.
- City of Los Angeles Department of Building and Safety
 - Several projects utilizing Business Analysts/Project Managers working on the following applications; BuildLA, PCI, Cashiering Systems and ePlan.

Project Manager

- City of Los Angeles Police Department.
 - Our Project Manager has been providing Project Management services pertaining to LAPD dispatch operations and CAD. Provides planning, and coordination of technical support personnel assigned to the LAPD 9-1-1 dispatch systems.
- Los Angeles County Superior Court.
 - Project Manager providing IT Project Management for the implementing the Case Management System.
- City of Los Angeles Department of Building and Safety
 - Project Manager leading the City's BuildLA project.

Legacy System Programmer

- Mazda Motors. We have provided Mazda with Cobol/CICS application developers since the late 80's to work on Parts Distribution and Dealer Systems.
- City of Los Angeles. Mainframe Cobol programmers for a number of different systems.

Applications/Web Developers

- City of Los Angeles Department of Planning. We currently have 4 Developers at the Department of Planning working on several of their systems. Technical skills include: C#, ASP.Net, SQL Server, Drupal and ESRI ArcGIS.
- Los Angeles County Superior Court. Our Developers have worked on a variety of systems for the Court, including development and implementation of various customer facing web portals. Technical skills are C#, ASP.Net, SQL Server and Angular.

Website Graphic Designer

- Los Angeles Superior Court. Website Graphic Designer Skilled in all phases of design development process (concept, layout, execution), including effective use and integration of all relative design elements: typography, photography, illustration, color and logos/icons. Develop icons and

logo graphics for applications and websites Select and suggest colors, images, text style, and layout.

- City of Los Angeles Department of Planning. We provided a Graphic Designer to work on the Master City Plan Document and Web graphics.

Database Administrator

- City of Los Angeles. We have provided multiple Oracle and SQL Server DBA's to the City
- Los Angeles Superior Court. For the Court we have provided Oracle Database Administrators for both contract and full time positions.

Systems Support/Production Support Specialist

- Los Angeles County Superior Court. We provided a SAN/NAS Storage Management Specialist.

Mobile Application Developer

- City of Los Angeles Department of Planning. We have provided both Android and iPhone Developers to this department. Skills required have included Objective C and Xcode, IOS SDK's and Web Services for the IOS Development and Java Development skills for the Android.

Windows Server Administrator

- City of Los Angeles Department of Transportation. Our Consultant was responsible for upgrading their server infrastructure from a legacy Windows Server version to current technology and reducing the server footprint by implementing VMware.

Communications Network Specialist

- Los Angeles County Superior Court. For the Court we recruited a Network Specialist responsible for their Network Infrastructure and Fiewalls.

Voice Communications Specialist

- Housing Authority City of Los Angeles. Our Consultant acted as the Project Manager for the implementation of their VOIP System.
- Los Angeles County Superior Court. Our Consultant lead the Courts effort to implement a CISCO VOIP system replacing their antiquated PBX system.

Desktop Technician

- Mazda Motors-We have provided Help Desk Contractors to Mazda for the last 15 years. These are primarily phone support for Dealer Systems.

- Cathay Bank. We have provided Help Desk/Desktop Support specialist to Cathay Bank. These are a combination of phone support and hands on support for local users.

7.4 Additional Requirements

Screening Procedures

Upon receipt of your job order the requirements are reviewed. Based upon the information in the job order we contact the appropriate hiring manager if we need more information.

The Account Manager conducts discussions with the hiring manager to ensure that we understand the skills, technology and job requirements and any budget issues.

Recruitment and Interviewing.

The Account Manager will document the job in our Applicant Tracking Systems. He creates a publishable version and selects the sites we want to publish the job on. This typically includes

- a. Our website
- b. Dice
- c. LinkedIn

In addition, the job is published to a number of other sites via Datafrenzy. We also may post to Facebook and tweet the job's url.

The Account Manager will coordinate with Recruiting to get the appropriate resources assigned and has a daily conference call to review job order activity.

Recruiting will assign the appropriate Recruiting resources based on the client requirements and urgency. Recruiting develops a plan that will enable us to find the best person in the shortest time. The plan consists of sourcing alternatives, including:

- i. Searching our proprietary database of over 300,000 candidates.
- ii. Contacting known resources, such as past employees, candidates from similar searches, and other networking resources. We will look at these resources both for candidates and referrals.
- iii. Searching both subscription and public resume databases such as Dice, Indeed, CareerBuilder, DataFrenzy and in some cases niche databases for specialized skills.

- iv. Searching Social Networking sites such as LinkedIn, Facebook, and Twitter to find any fits or leads to candidates via referrals.

Our recruiters conduct a phone interview to determine the candidates fit and interest in the job. They negotiate a pay rate consistent with the rate requested by the client and then ask them to send us an email authorizing CPS to submit the candidate to the client at the agreed upon pay rate.

The Recruiter has two testing services available. We have subscriptions to both IBM Assess (formerly Kenexa) and Interview Mocha. We can use these sites to test candidate technical skills. The two services offer tests across hundreds of technical skills.

CPS evaluates candidate experience against the job requirements. CPS reviews test scores and also the time it took the candidate to complete the test to determine if the candidate is a positive fit for our client.

The Recruiter submits the candidate resume to the Account Manager with a short summary and other notes. The Account Manager calls the candidate and review the background and discusses the job, location, culture and hiring process with the candidate.

It is CPS' goal to send our clients the best candidate, not the first candidate we find that fits. Often, we review a multitude of candidates prior to recommending one to our client.

All candidates are met in-person prior to meeting with the City. Our City Account Manager has been responsible directly or indirectly for hundreds of placements with local governments and literally thousands of placements of Information Technology Professionals during his career. He has an excellent general technical knowledge and brings that knowledge to screening your candidates. He has hands on experience with various programming languages and operating systems. All candidates will be screened by the Account Manager, as well as the Recruiter, but the ultimate decision to submit remains with our Account Manager.

After an interview we will follow up with the Candidate to determine if they feel the job is a good fit for them and if they would take an offer if extended.

We will then follow up with City personnel to get their feedback and use that information to improve our screening as we move forward and to determine if we need to supply more candidates.

To summarize prior to introducing the candidate to the City, they have been interviewed by a Recruiter and the Account Manager. As appropriate based on the skill request and the speed requirements, we will test the candidate for technical skills and do reference checks.

We have relationships with a number of firms that specialize in background checks. We can provide any required background checks, including Live Scans.

7.4.2 Specify if there is a minimum term commitment when placing consultants.

We would like to see assignments that last three months or more. However, we are willing to consider shorter timeframes if necessary. We have no formal minimum.

7.4.3 Our minimum hire period is three months. My experience with our government clients would indicate it is unlikely that you would be able to hire prior to that. We have had over 50 of our contractors hired by the City of Los Angeles and a like number by the Los Angeles Superior Court.

There is no minimum period on pass through candidates.

If you are using the contract to find full time hires, we will be glad to supply salary requirements for candidates that are being recruited for those jobs.

7.4.4 We are able to provide local Long Beach candidates, however this would limit your candidate pool dramatically.

Our search system lets us target by location, however, on any given job it would be difficult to guarantee delivering someone in Long Beach.

7.4.5 Generally we do time and materials. Should you need a fixed bid, we would need to find someone who is able to commit to estimating a project. Our answer is "maybe".

7.4.6 CPS has been providing IT Contractors to the local government market for over thirty years. We have the ability to provide you with Contractors that have worked on government systems and connect you with IT Managers in other entities that can give you insight into various technologies and software systems.

We have Skill Testing Software that can be used to evaluate technical skills in a very objective manner.

9 Company Background and References

9.1 Primary Contractor Information

- Company Ownership: Commercial Programming Systems, Inc. is incorporated in the State of California as of September 5, 1978 as a Chapter C Corporation.
- Our only office is located at:
4400 Coldwater Canyon Ave Suite 105
Studio City, CA 91604
- This is the office that will service your account.
- Number of employees We have 40 employees, 37 of them in Southern California. None reside in Long Beach.
- Employees will be assigned from our Studio City Office.
- Point of Contact:
Philip Sawyer, President/CEO
4400 Coldwater Canyon Ave, Suite 105
Studio City, CA 91604
phil@cpsinc.com
888-812-9223
- Company history and background:

CPS has 40 years of experience in providing IT Professionals in Southern California, and 35 years with the local governments. Malcolm Gladwell in his book "Outliers", concludes that excellence comes from practice. Forty years of recruiting IT Professionals in Southern California is a lot of practice. The key players all have over 20 years of experience.

In this section we review our qualifications and then present some specific examples of similar work we have done. We are an IT Staffing company, so our experience is with people, admittedly a specialized group of people, but we typically don't bid on projects, we provide IT Professionals to do your job under your guidance.

We are long term taxpaying residents of Los Angeles County. Our offices have always been in the City of Los Angeles. Our leadership and most of our corporate staff live in local civic affairs. We have been active in the local community volunteering thousands of hours in support of Youth Soccer, Baseball and other community activities.

We are both a Certified Local Business Enterprise and a Small Business Enterprise.

We know the Professional Services Industry. Phil Sawyer, our President and your Account Manager, is a Certified Professional Service Account Executive and Donna Preston, our Vice President of Recruiting,

is a Certified Professional Services Recruiter. These certifications are offered by the TechServe Alliance for passing a test on both knowledge of relevant laws and industry best practices. Both Phil and Donna participate in regular monthly Webinars on related Industry issues.

Our history with local government started in 1984 and includes hiring a number of contractors that became full time client employees.

You are able to deal with a CPS decision maker at each step of the process. We pay personal attention to our customer and our employees. Our Account Manager communicates with Department employees regarding your Solicitations, meets with candidates and escorts them to the interview, and meets with the hiring manager and new employee to kick off the assignment. The Account Manager for the City is our President, Philip Sawyer, who takes personal responsibility for each solicitation and the success of our contractors. Phil is empowered to make decisions for CPS, you will never hear him say I have to talk to my Manager.

We are active participants in the UCLA Information Systems Associates, the TechServe Alliance, the Information Technology Professionals (AITP) previously the Data Processing Management Association (DPMA) and its Education Foundation. Our Executives have held various Board Level leadership positions in these organizations. This gives us the ability to network with IT executives, which in turn allows us to get better candidates and confidential references.

Our Staff retention is outstanding. Our senior management averages over 20 years with the company as a team.

Our Recruiting Staff is well versed in candidate rate negotiation. They are able to take their intimate knowledge of the local market and negotiate favorable contractor rates that result in better candidates for the dollar for the City. Our intimate knowledge of local government helps us to give our candidates non-monetary reason to consider working for the City. We are also able to help consultants with commuting options and should they drive help them identify reasonable parking lots.

Our State-of-the-Art automation and large database of Southern California candidates gives us a significant advantage in identifying candidates. We originally automated in 1985 and currently have over 300,000 candidates at our fingertips. This frees us from a reliance on job boards to fill your current needs.

We look to networking and referrals to get to the best people. Our long history of working in this market, combined with our database and automation, allows us to maintain good relationships with many different candidates, who are our primary source for referrals. We have a long history of finding the right candidates for local government and as we have built up our resources, we have frequently been able to find

candidates with the specific experience that fits in with the unique requirements.

Through our Professional Memberships, attending meetings and participating in Webinars, we practice continuing education. So far this year your Account Manager has attended sessions on Blockchain, Machine Learning, Industry Updates, and Disruptive Technologies. In addition, we stay current on Labor Law and have attended webinars on Sexual Harassment, Age Discrimination and Wrongful Terminations this year.

CPS is a TechServe Alliance member. The TechServe Alliance offers us monthly webinars on IT Professional Services, legal advice, contracts, forms and other supporting materials, in addition to keeping us informed of relevant legislation at both the state and national levels, as well as regulatory changes that might impact us. As part of that membership we have agreed to comply with their Business Principles.

In summary, you ask why we are qualified. We have placed hundred of local candidates with a number different local government entities. We are a small company with a specialty in servicing local government entities like the City of Long Beach. The people who built that track record have decades of experience and are the people that will do the same for you!

Examples of our work:

City of Los Angeles Information Technology Agency

We began to work with the City of Los Angeles Information Technology Agency (ITA) beginning in 1984. Our initial contracts were more oriented toward hire option opportunities. We placed a number of IT Professionals that eventually went on to achieve leadership roles with the City, including Kamton Joe (retired AGM), Steve Reneker (former ITA CIO), Greg Steinmehl and some 40 others that took permanent positions with the City over the following years. We have placed approximately 160 Contractors with the Information Technology Agency.

In the last 5 years we provided Contractors for the PeopleSoft Systems, SMS to FMS migration Project, Network Security, zOS Systems Support, Oracle Data Base Architect, ColdFusion Development, Position Control System Project Management, Dispatch Systems Project Management, COBOL to .Net conversion, C# Developers, Security Systems Consultant, Web Hosting Consultant, Web Site Analysis, among other projects. Presently we have 10 Consultants working under the ITA Contract supporting ITA, LAFD, City Controller's Office, and Personnel Systems.

City of Los Angeles Department of Building and Safety

CPS has been placing Contract Programmers with the Department of Building Safety since 1995 under a variety of contracts.

Our records indicate we have filled 34 different solicitations since 2013 with 19 different contractors. Contractors' activities include Server/Active Directory support and migration, .Net Applications Development, Desktop Support, Project Managers, GIS Specialist, Business Systems Analyst and JAM Programmer. In addition to recruiting contractors for the Department of Building and Safety we have offered our services to employ contractors selected by the Department at a greatly reduced markup to accommodate their needs. We have the flexibility to negotiate rates within the terms of the contract to help ensure success for the Department.

City of Los Angeles Department of Planning

CPS has been providing Contract Programmers to the Department of Planning since 2000. In the last 5 years we have placed 13 contractors with this department, Presently, we have 8 contractors working for the Department of Planning. Duties include .Net Development, Web Design and Development, GIS Programming, and Mobile Device Development (both IOS and Android),

City of Los Angeles General Services Department

We began working with the City of Los Angeles General Services Department in 2006 when Charles Huang moved there from the Department of Planning. We have placed Contractors with Charles through both a General Services Contract and the Building and Safety Contract. During the last 5 years we have placed 4 Contractors with Charles.

Besides Charles we have placed 4 Contractors with General Services through the ITA contract, these included a ColdFusion Web Developer, PeopleSoft Functional Analyst and Access Developers.

We currently have two contractors working at General Services.

City of Los Angeles Department of Transportation

We have been working with the City's Department of Transportation since 2002. We have had Contractors on both the Engineering and Business side of the Department. Assignments have included SharePoint Developer, Web Site Developer, MYSQL DBA, Systems Programmer for a Server Consolidation project, C++ Developer, C# .Net Developer and GIS Developer. In the last 5 years we have filled 9 different jobs with 6 different contractors.

City of Los Angeles Economic and Workforce Development Department (formerly Community Development Department)

We originally started working with CDD in 2000 and later through the ITA contract and subsequently continued to work with them providing Web Developers/ColdFusion Developers until the Department was split between the new Economic and Workforce Development Department and the Housing Department. We currently have two Contractors on

assignment with the new Department, covering web support and applications development/support.

Los Angeles County Superior Court

We won our first contract with the Superior Court in 2001 and have been selected as a vendor for IT Services in each subsequent RFP cycle. Over the period of our relationship we have placed over 93 IT Professionals with the Court in both full time and contract positions.

Since 2013 we have placed 42 IT Professionals with the Court covering a variety of positions including Infrastructure Project Management, Web Development, C# Applications Development, Oracle DBA, eLearning Specialists, SAN Administration, CISCO/VOIP Network Engineer, Project Management Specialists, Quality Assurance and Software Testing, Business Systems Analysts and applications development (both Java and .Net). Presently we have Contractors with the Court.

County of Los Angeles

We have been on the County Information Technology Support Services Master Agreement since 1997. We have provided a variety of skill sets, including Software Developers (.Net) and Systems Administrators.

Other relevant contracts

In the last 5 years we have also had shorter term contracts with the Southern California Association of Governments, Additional contracts with public companies included Disney Studios, Motion Picture Industry Health and Pension Fund, Mazda Motors USA, Cathay Bank and others. These clients have called on us for Developers, Business Intelligence, Database Architects, Web Developers, Systems/Network Administrators, and Project Managers among other skills.

In addition to the above we have provided a number of Technical Support personnel, including Help Desk to the Department of Building and Safety and currently have Help Desk/Desktop Support personnel assigned to ITSupportLA, Cathay Bank and Mazda Motors.

Resumes for:

Phil Sawyer, President/CEO and your Account Manager

Donna Preston, Vice President of Recruiting

Carol Cruz, Accounting Manager



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Philip Sawyer, Certified Professional Services Account Executive

Education:

MS, Management, University of Arkansas
 BA, Mathematics, University of Missouri

Summary

Phil is an experienced Information Technology Staffing Executive. He has previously served as President of the Southern California Chapter of the TechServe Alliance and served on the national Board of Directors for the TechServe Alliance. He has participated as a panel member at the Annual Conference of the TechServe Alliance and on several occasions participated in the recruiting panel for the Association of Information Technology Professionals. He is a regular attendee at the UCLA Information Systems Associates and the Society of Information Management, among other organizations. He is a Certified Professional Services Account Executive

Experience

Commercial Programming Systems, Inc. **May 1984 to Present**
President/CEO

Responsibilities:

- Hire and train staff
- Direct day to day operations of company
- Establish operating priorities
- Manage house accounts including the City of Los Angeles, typically managing 30 to 40 Consultants at any given time.
- Develop proposals for new business in response to Request for Proposal's
- Vendor Negotiations
- Maintain Client Relationships

Accomplishments:

- Led successful proposals for numerous government contracts
- Responsible for day to day management of City of Los Angeles, , William O'Neil, Los Angeles County, Mazda Motors, among other accounts.

- Developed Offshore Recruiting model that helped reduce recruiting costs and contributed to 25% of our annual placements.
- Led the efforts on acquiring 3 generations of applicant tracking software and converting the database with each successive generation.
- Responsible for leading a staff that placed over 2000 consultants.
- Developed internal sales and recruiting procedures and training programs

**Professional Technicians/MTC/MTW
Vice President of Recruiting**

September 1978 to March 1984

Hired to grow and manage the Recruiting Department for this regional IT Staffing Firm.

Accomplishments:

- Helped grow the company from 1 office to multiple offices supported by a centralized recruiting department out of Southfield, Michigan
- Grew the Recruiting Staff from 4 Recruiters to 15
- Helped grow the consultant headcount from under 100 to over 250 billable consultants
- Joined a spinoff of the company (MTW) as part of a restructuring and helped double that operation from 22 to 45 billable consultants in under 1 year

Associations:

- Regular attendee at the Association of Information Technology Professionals and regular panel member of their annual Recruiters Panel.
- Regular attendee at the UCLA IS Associates
- Former President of the TechServe Alliance Southern California Chapter (multiple occasions).
- Former National Board Member of the TechServe Alliance.

Tools: Bullhorn, AIRS, LinkedIn, Facebook, Twitter, Dice, Hot Jobs, Monster, Careerbuilder, and many niche job sites



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Donna Preston, Certified Professional Services Recruiter

Summary

Extremely proactive, motivated, organized, and detail oriented individual; with excellent negotiating, interpersonal, relationship building, time management, and communication skills. Responsible for partnering with internal, and external, customers to act as the point of contact on recruiting, sales, and general human resources issues. Pertinent responsibilities include employee relations, performance management, and development. Responsible for developing and interpreting policies and procedures.

Management Background: *Responsible for establishing and growing Information Technology consulting practices. Subordinates have included Technical, Recruiting and Sales staff.*

Sales Background: Developed new business relationships while maintaining existing accounts. Establish a base of clients, resulting in a major impact to the company's bottom line. Consistently identified and rewarded as a top performer by management.

EDUCATION

Bachelor of Arts Mathematics. University of California Santa Barbara

Professional Experience

Commercial Programming Systems **9/1992 – Present**
Vice President of Recruiting

- Primarily responsible for networking with customers and talent, recruiting, hiring and managing technical staff. Identified the top 20% of performers, both permanent staff as well as contractors, through rigorous screening process.

- Consistently the top producer with CPS.
- Able to assess client needs through pointed and concise questioning with clients at all levels, resulting in building solid collaborative relationships.
- Responsible for generating new accounts and managing those accounts.
- Identify, recruit and manage technical staff for a long list of major Entertainment, City Government, Automobile Manufactures, Mortgage Lending and Insurance companies. Retail clients included; Yamaha Music, Trader Joe's, Thibiant International, Disney Stores and Young's Market.
- Manage employee / client relations.
- Coach, counsel and develop employees to ensure quality performance at client site and to facilitate retention
- Involved in evaluating employment laws to ensure legal compliance.
- Participate in evaluating employee benefits in an effort to remain competitive in the market place.
- Establish and administer company policies and procedures.

3D Information Services Inc. (Somerset New Jersey) 1/1985 – 7/1996

Recruiting and Sales / Management Team

(3D was acquired by ATC Environmental (currently known as ATC Associates Inc.)

- Established company policies and business practices
- Developed client relationships with companies such as AT&T, J&J, Continental Insurance, Merrill Lynch, Bristol Myers/Squibb etc.
- Recruited technical staff, considering both technical and interpersonal skills
- Managed internal administrative staff
- Handled company benefits, including reviewing validity of annual increases and expanding the benefits package as the company growth warranted
- Responsible for hiring and firing staff as appropriate
- Managed, along with other principles, technical staff, which included annual salary increases, reviews and client interaction.
- During the companies earlier years, functioned as a billable technical consultant responsible for interacting with the client to ascertain their system needs and subsequently to design, code, test and install software.

GE Consulting Services (Knightsbridge New Jersey) 2/1980 – 1/1985
Consultant

- Designed, coded and tested AT&T's Sales Compensation System. The system compensated the sales staff based on the company's incentive plan.
- Designed, coded and tested enhancements to AT&T's Centralized Inventory Maintenance Low Volume System. The system monitors and tracks The Bell Systems high cost low volume equipment
- Maintained and enhancements an existing Business Interim Tracking system for AT&T using OTSS/Master Links. Also cloned the system creating a new system, with major alterations, to generate 21 new reports for a new user audience.
- Designed an Oil Accountability and Reporting system for Witco Oil Company using COBOL, OS/JCL, TSO and VSAM.
- Using AT&T's hierarchical database OTSS/Master Links, designed codes and tested subroutines for the Multi-State Marketing system
- Designed and coded subroutines for AT&T's Vehicle Scheduling Optimization system using VM/CMS and Fortran

Jet Propulsion Laboratories (Pasadena California) 8/1975 – 10/79
Programmer Analyst

- Participated in the development if the Inventory Control Project System, supporting the Space Flight Operations Facility
- Developed a computer usage charging application using data generated by IBM OS System Management Facility (SMF data)
- Wrote system specifications for the Multi-Mission Tape Accountability System
- Designed and documented software in support of both the Viking and Voyager Unmanned Space Flight Missions



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CAROLINA "CAROL" J. CRUZ

SUMMARY

Over twenty years of experience in all aspects of accounting, primarily in the entertainment field. Highly-motivated, detail-oriented and well-disciplined professional with proven ability to manage multiple assignments efficiently under extreme pressure while meeting tight deadline schedules. Perform well in a highly-challenging position working for a growth-oriented company that provides long-term career development.

PROFESSIONAL EXPERIENCE

COMMERCIAL PROGRAMMING SYSTEMS INC.
Accounting Manager

05/01-Present

- Coordinated quarterly and annual audits including preparation of work papers which resulted in a fee reduction by external auditing firms.
- Prepared and posted monthly accruals, prepaid and miscellaneous journal entries that provided a true picture of financial activities.
- Managed the close process and prepared accurate financial statements 5-7 business days after month end.
- Analyzed balance sheet accounts by providing schedules that explained the history of the balances on each account.
- Managed the cash balances and the receipts of revenues to guarantee that customer payments were received in a timely manner.
- Managed accounts payables and handled vendor inquiries.
- Provided weekly A/P, A/R and cash position reports to CEO and VP of Finance.
- Managed daily reporting to Lender and monitored cash availability.
- Prepared data for VP of Finance in processing company payroll and commissions.
- Identified and implemented process improvements
- Supervised, coached and developed the accounting team.

- Assisted business specialist in preparing cash flow and proforma P&L for potential investors for the company.

HI TECH RENTALS INC**04/00-05/01****Accounting Consultant**

- Reconciled G/L accounts for tax return preparation.
- Performed special projects including system conversion from QuickBooks to Great Plains.
- Performed daily A/R and A/P functions.

LA DIGITAL POST INC**11/96-04/00****Staff Accountant**

- Reviewed operating expenses regularly with company owner.
- Prepared work papers for certified internal audits ensuring internal controls were in place.
- Maintained and reconciled corporate cash accounts on a daily basis.
- Processed company payroll on a bimonthly basis through ADP.
- Tracked sales orders and supervised billing.
- Tracked corporate receivables, ensuring company revenues were collected in a timely manner.
- Direct contact with vendors and customers.
- Handled all collection calls and credit ratings.
- Supervised staff of four.

CINERGI PICTURES ENTERTAINMENT GROUP**09/93-08/96****Assistant Controller (11/95-08/96)****Assistant to VP of Finance (09/93-11/95)**

- Maintained cash positions and generated daily and weekly cash reports to management.
- Prepared and posted monthly and quarterly journal entries.
- Prepared schedules for quarterly and annual audits.
- Assisted controller with the review of monthly financial statements.
- Reconciled corporate bank accounts.
- Handled billing and collections from projects in various productions.
- Coded and entered payables into system.
- Trained interns and clerical staff.

EDUCATION

A.A. Business Administration, Santa Monica College

SKILLS

Extensive knowledge of QuickBooks. Proficient in Microsoft Office: Word, Excel, and Outlook. Great Plains. 10-key by touch.

9.2 Subcontractor Information

9.2.1 Does the proposal include the use of subcontractors?

Yes ___ No X Initials ___

9.3 References (5)

Company Name, Contact, Email and & Phone	Number of Employees/Operating Budget	Start-End Dates of Service	Service/Project Description
City of Los Angeles Planning Department David Terukhina, david.terukina@lacity.org 213-978-1399	11 Contractors assigned over the last 5 years against multiple Work Orders and Contracts.\$6,762,705..	June 2001 to present over multiple contracts	IT Contract Services
City of Los Angeles Fire Department, Scott Porter, CIO, scott.b.porter@lacity.org , 213-978-3921	5 Contractors over the last 5 years with 3 currently assigned. Total cost \$289,470 part of ITA contract	4/2014 to present	IT Contract Services
City of Los Angeles, Department of Building and Safety, Minh Ong, minh.ong@lacity.org	32 Contractors in the last 5 years across 3 different contracts with a total spend of \$1,491,871	Sometime in 1997 to present	IT Contract Services
City of Los Angeles, General Services, Charles Huang, Charles.x.huang@lacity.org 213-928-9590	5 Contractors in the last 5 years over multiple Contract Agreements. Total spend of \$1,795,913	July 1, 2006 to present	IT Contract Services
City of Los Angeles Economic and Workforce Development Department, Jimmy Lee, Director, Jimmy.Lee@lacity.org , 213-744-7230	2 current Contractors. Total spend of \$742,341 in last five years..	1/1/2015 to present	Assigned under the ITA Contract IT Services agreements.
Los Angeles County Superior Court, Snorri Ogata, Chief Information Officer, SOgata@LACourt.org 213-974-5110	39 contractors over the last 5 years. Total spend of \$5,943,067.	11/2001 to present (Multiple Contracts)	Multiple IT Recruiting Services, Direct and Contract

EXHIBIT "B"

Rates or Charges



COMMERCIAL PROGRAMMING SYSTEMS, INC.
"Consultants Providing Solutions"

Commercial Programming Systems, Inc.

**Response to City of Long Beach Request for
Proposal Number TI-19-027**

For

**As-Needed Information Technology Professional Services
General IT Services**

Part 2

Cost Proposal

September 2019

A handwritten signature in black ink, appearing to read 'Philip Sawyer', is written over the printed name and title.

**Philip Sawyer
President/CEO**

10 Cost

10.3.1 Pass through Mark up

We will mark up the pay rate of pass through candidates by 27% over hourly pay rate.

Example:

Pay Rate = \$50.00 an hour
Bill Rate = \$63.50

We will cover all employer taxes and the cost of our benefits in the bill rate. No other expenses are anticipated. If you require travel other than to Long Beach, then that will be billed at cost in accordance with your prior approval.

10.3.2 Hourly rates

It is our intention to recruit locally for your jobs, so we do not anticipate any travel expenses. We are assuming the only travel will be to the City of Long Beach. These rates are not to exceed rates for current talent.

Resource Type	On-site hourly rate	Off-site hourly rate (inclusive of travel/expenses)
Business Analyst	\$95	\$95
Project Manager	\$150	\$150
Legacy System Programmer	\$100	\$100
Applications/Web Developer	\$120	\$120
Website/Graphic Designer	\$75	\$75
Database Administrator	\$120	\$120
Systems Support/Production Support	\$120	\$120
Android/iPhone Developer	\$115	\$115
Windows Server Administrator	\$110	\$110
Communications Network Specialist	\$110	\$110
Voice Communications Specialist	\$110	\$110
Wireless Communications Specialist	\$120	\$120
Desktop Support Technician	\$55	\$55

Rate Methodology

CPS is committed to offering great value and great service. True cost is much more than just the bill rate; it encompasses other factors such as quality of candidates, speed of delivery, and successful completion of the assignment. CPS has gone to great lengths to offer the City the finest resources available and to keep rates well within market parameters. We believe that the bitterness of poor service remains long after the sweetness of a low hourly rate is forgotten.

Cost Structure and Hourly Billing:

All employees of CPS are hired on an hourly W-4 basis for the length of the assignment.

We recognize that the City needs to have a predictable rate when it hires a consultant. To better understand the pricing structure that CPS is proposing the hourly bill rate methodology is described below, by the following categories:

Direct Pay Rate: What CPS pays as a base pay to the hourly to the W-4 Hourly Employee.

W-4 Employee Cost: CPS is responsible for each W-4 hourly employees FICA, FUTA, Workers Compensation and SUI contributions. Additionally, we provide employees with a Transportation Allowance and phone allowance which runs \$150 a month. This burden runs 13% on hourly employees.

Health Insurance: 4% allowance for us to offer group health insurance.

Overhead: Cost of facilities, phones, machines, faxes, computers, utilities, rent, administrative salaries, postage, payroll charges, and taxes are examples of general overhead expense. CPS estimates this cost at 10%.

Sick Time: We have six paid days of sick time per year, 2.4%.

Sales and Recruiting Cost: This includes all salaries, commissions and benefits paid to those handling the account management and recruiting functions. This expense is estimated to be 14%.

Finance Costs: This is the cost to us to finance our employee's payroll, benefits and taxes while awaiting payment from the City, 2%

Break down of bill rate,

The billing rates to the City for Hourly W2 Employees is 1.48 times the pay rate.

Direct Labor Rate	100%
W-4 Employee Cost	13%
Overhead	10%
Sick Time	2.4%
Health Insurance	4%
Sales/Recruiting/Management Cost	14%
Finance Costs	2%
Profit Margin	4.6%
Total	148%

Example:

W-4 Hourly Employees

W-4 Employee Pay Rate = \$50 an hour.

Bill Rate = \$50 x 1.48 = \$74.00 an hour

Overtime: All prices and costs are based on the assumption that will be no overtime under California Labor Law. If we are required to pay overtime pay, we expect the City to compensate us at a proportional rate to the overtime expenses incurred. Should we have to pay an employee overtime, in accordance with California Labor Law, we will require a proportional rate increase for those hours.

EXHIBIT "C"

City's Representatives:

Vanessa Llanes

Steve Suttles

EXHIBIT "D"

Materials/Information Furnished: None

EXHIBIT "E"

Consultant's Key Employee:

Philip Sawyer