

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

AGREEMENT  
**36239**

THIS AGREEMENT is made and entered, in duplicate, as of February 17, 2022, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on February 15, 2022, by and between LONG BEACH IMMIGRANT RIGHTS COALITION, a project of COMMUNITY PARTNERS, a California nonprofit corporation ("Contractor"), with a place of business at 1000 N. Alameda Street, Suite 240, Los Angeles, California, 90012, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with outreach, education, and intake to make referrals to Immigrant Defenders Law Center to determine eligibility for representation through the Long Beach Justice Fund ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals ("RFP"), attached hereto as Exhibit "A-1", and incorporated by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

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

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

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A-2", 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 TWENTY THOUSAND

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dollars (\$20,000), at the rates or charges shown in Exhibit "B".

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

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

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

from the City.

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

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

2. TERM. The term of this Agreement shall commence at midnight on October 1, 2021, and shall terminate at 11:59 p.m. on September 20, 2022, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner.

3. COORDINATION AND ORGANIZATION.

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

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

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

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

13                   5.     INSURANCE.

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

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

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

1 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
2 shall contain no special limitations on the scope of protection given to City,  
3 its boards and commissions, and their officials, employees and agents. This  
4 policy shall be endorsed to state that the insurer waives its right of  
5 subrogation against City, its boards and commissions, and their officials,  
6 employees and agents.

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

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

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

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

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

insured.

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

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

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

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

H. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Contractor's performance or as full

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

1 performance of or compliance with the indemnification provisions of this Agreement.

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

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

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

27 9. OWNERSHIP OF DATA. All materials, information and data  
28 prepared, developed or assembled by Contractor or furnished to Contractor in connection

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

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

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

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

28 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a



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

1 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor  
2 knew prior to the time City disclosed it; or (b) is or becomes publicly available without  
3 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does  
4 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant  
5 to subpoena or court order.

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

20 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
21 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
22 amounts the payment of which may be in dispute or that are necessary to compensate the  
23 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
24 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
25 performing or failing to perform Contractor's obligations under this Agreement. In the event  
26 that any claim is made by a third party, the amount or validity of which is disputed by  
27 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
28 City may withhold from any payment due, without liability for interest because of the

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

1 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
2 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
3 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

21 17. PREVAILING WAGES.

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

28 B. In all bid specifications, contracts and subcontracts for any

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

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

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

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

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

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

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

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

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

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

26                   22.   NONDISCRIMINATION.

27                   A.     In connection with performance of this Agreement and subject  
28                   to applicable rules and regulations, Contractor shall not discriminate against any

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

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

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

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

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

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

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

27 D. Failure to comply with the EBO may be used as evidence  
28 against the Consultant in actions taken pursuant to the provisions of Long Beach

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 8th Floor  
Long Beach, CA 90802

1 Municipal Code 2.93 et seq., Contractor Responsibility.

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

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

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

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

27 27. CONTINUATION. Termination or expiration of this Agreement shall  
28 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,

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

1 18, 21 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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.

COMMUNITY PARTNERS, a California nonprofit

March 16, 2022, 2022

DocuSigned by:  
By Alicia Lara  
Name Alicia Lara

Title President and CEO

March 16, 2022, 2022

DocuSigned by:  
By Gaby Hernandez  
Name Gaby Hernandez

Title Executive Director

"Contractor"

CITY OF LONG BEACH, a municipal corporation

April 11, 2022

By Linda J. Sabers  
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on March 18, 2022.

CHARLES PARKIN, City Attorney

By Anita Lakhani  
Anita Lakhani, Deputy City Attorney

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



# EXHIBIT “A-1”



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

City of Long Beach  
Request For Proposals Number CM21-078  
For  
The Long Beach Justice Fund

Release Date:	08/19/2021
Questions Due to the City:	08/26/2021
Posting of the Q & A:	08/31/2021
Due Date:	09/09/2021

City Contact: Tommy Ryan Buyer 562-570-5664

**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 \_\_\_\_\_ 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, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## TABLE OF CONTENTS

1.	OVERVIEW OF PROJECT .....	Error! Bookmark not defined.
2.	ACRONYMS/DEFINITIONS.....	4
3.	SCOPE OF PROJECT.....	5
4.	SUBMITTAL INSTRUCTIONS.....	7
5.	PROPOSAL EVALUATION AND AWARD PROCESS .....	10
6.	PROTEST PROCEDURES .....	11
7.	PROJECT SPECIFICATIONS .....	12
8.	WARRANTY/MAINTENANCE AND SERVICE .....	12
9.	COMPANY BACKGROUND AND REFERENCES.....	12
10.	COST .....	14
11.	BONDS .....	14
12.	ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE .....	14
13.	TERMS, CONDITIONS AND EXCEPTIONS .....	18

### EXHIBITS

- 1 NARRATIVE QUESTIONNAIRE
- 2 COST TEMPLATE

### 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
- H INSURANCE REQUIREMENTS



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

## 1. OVERVIEW OF PROJECT

The City of Long Beach (City) is committed to protecting the rights of its immigrant and refugee residents, who are a vital part of the community. Therefore, the Long Beach City Council adopted the Long Beach Values Act on March 13, 2018 and requested that City staff investigate the establishment of a legal defense fund for Long Beach residents facing the threat of deportation. Consequently, the City, along with 21 other jurisdictions across the country, joined the Safety and Fairness for Everyone (SAFE) Cities Initiative, and the Long Beach Justice Fund (LBJF) was created to provide funding for trained legal service providers to represent immigrants facing deportation proceedings.

Beginning October 31, 2021, the City's Office of Equity will take an expanded role which will include coordinating the direct implementation of the LBJF. The Office of Equity will be responsible for the procurement and oversight of 1) a non-profit / community-based organization (CBO) legal services provider to provide direct legal representation to immigrants facing removal, and 2) a non-profit / CBO community connection service provider to provide outreach, education, and other coordination services. Both organizations will provide different services but work together.

The LBJF has \$275,000 available to be awarded to non-profit CBOs. Up to \$215,000 of the total funding will be prioritized for the legal services provider, and the remaining \$60,000 of the funding will be prioritized for community connection services. The City anticipates awarding contracts to two organizations, one for each service.



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

## 2. ACRONYMS/DEFINITIONS

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

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



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

### **3.1 SCOPE OF PROJECT - LEGAL SERVICES PROVIDER (LSP)**

The awarded legal services provider (LSP) contractor will provide direct legal representation to immigrants facing removal and venued at the Los Angeles Immigration Courts, Van Nuys Immigration Court, or detained at the Adelanto or High Desert Detention Facilities. To be eligible for representation under the LBJF, an individual must at the time of the initiation of representation:

- a. Earn 200% or less of federal poverty guidelines,
- b. Be unrepresented by counsel,
- c. Have ties to Long Beach, or if detained have been a resident or employed in Long Beach immediately prior to detention by ICE; and
- d. Be in removal proceedings or detained and in removal proceedings. When capacity is limited, representation for people in detention will be prioritized. When capacity allows, representation for people who have a final order of removal is permitted if a motion to reopen removal proceedings is appropriate.

Representation under this program will be provided under the universal representation model, which means that representation is offered to as many clients as the funding allows for while ensuring person centered, zealous representation, who meet the requirements specified above, without conducting a preliminary assessment of the merits of the case (post-order representation is exempt from the merits-blind requirement). The LSP will propose a plan for intaking clients and offering representation under this model. If the client obtains a change of venue outside of immigration courts in the greater Los Angeles area (including Adelanto or High Desert), they will be required to seek other counsel. Withdrawal from representation is permitted in this circumstance, and when required for legal or ethical reasons. Additional representation services for post-conviction relief, federal habeas corpus, or post-BIA appeals are not mandated by this contract but are encouraged when merited by the issues involved.

The awarded LSP shall:

- Provide representation at all stages of immigration court proceedings, including master calendar hearings, bond proceedings, competency hearings, merits hearings, a motion to reopen a final order of removal, state courts for SIJ predicate orders as applicable, USCIS applications and proceedings related to being granted relief from removal, and BIA appeals;
- Provide representation through the disposition of the case, including those cases that will be completed after the contract period;
- Coordinate with the community connection service provider to provide updates on the disposition of referrals to the extent allowed by attorney-client confidentiality requirements;
- Attend quarterly meetings with the Justice Fund Oversight Committee;
- Provide monthly updates to the Office of Equity point of contact; and
- Provide data monthly to the Vera Institute of Justice for purposes of annual reports, and generally coordinate and cooperate with Vera for data and narrative story collection for the reports.



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

The ideal LSP provider should have and demonstrate:

- Expertise in immigration law, including experience in removal defense, detention work, and a broad variety of case types;
- Experience in training and supervising attorneys representing individuals in removal proceedings;
- Prior experience in program development and management, including data collection and reporting;
- Past performance under prior contracts/grants for related project services;
- A track record of productive collaboration with government agencies;
- A track record of collaborating with community-based organizations and others that provide services to detained immigrants, including psychological, occupational, language, educational, health and housing services;
- The ability to initiate services promptly after contract award and the proposed number of cases that the applicant organization proposes to represent;
- Staff language capacity in English and Spanish or Khmer and an articulated plan to work with individuals speaking other languages; and
- Documentation showing status as a non-profit / CBO.

### **3.2 SCOPE OF PROJECT - COMMUNITY CONNECTION SERVICE PROVIDER**

The awarded community connection service provider will work cooperatively with the awarded LSP to provide:

- Outreach and education about legal services (know your rights and awareness of the fund, who can benefit, etc.);
- Conduct intake process (obtain and track basic eligibility information) to assess needs and make referrals to the LSP;
- Coordinate communication between LSP, detained individuals, and family members;
- Monitor status of case and follow-up/track referrals. Facilitate linkages to legal representation and comprehensive support services (including but not limited to food, housing, financial assistance, additional legal services/resources);
- Develop reporting mechanism to provide ongoing communication with the City and other stakeholders, including the number of people served, the types of services provided, opportunities for strengthening collaboration;
- Integrate community members into leadership development opportunities to strengthen community participation;
- Maintain close communication with LSP and the City regarding capacity and referrals;
- Attend quarterly meetings with the Justice Fund Oversight Committee;
- Provide monthly updates to the Office of Equity point of contact; and
- Documentation showing status as a non-profit / CBO.



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

**4. SUBMITTAL INSTRUCTIONS**

4.1 For questions regarding this RFP, submit all inquiries via email to [rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov) by 11:00 AM on 08/26/21. Responses to the questions will be posted on the City’s website [longbeach.gov/purchasing](http://longbeach.gov/purchasing) under the “Bids/RFPs” tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

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

4.2 RFP Timeline (times indicated are Pacific Time)

<b>TASK</b>	<b>DATE/TIME</b>
Deadline for submitting questions	08/26/21 by 11:00 AM
Answers to all questions submitted available	08/31/21 by 11:00 AM
Deadline for submission of proposals	09/09/21 by 11:00 AM
Evaluation period	September 2021
Selection of Contractor	September 2021

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

4.3 Method of Submission

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





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

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>

- 4.4 **Proposals must be received by 11:00 AM (PT) on 09/09/21.** Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. 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**.



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

4.11 A responsive proposal will include the completed and executed in full by the Consultant of the following:

- **Narrative / Technical Proposal** – including signed **RFP Cover Page and Exhibit 1.**
- **Cost Proposal – Exhibit 2**
- **Financial Stability** – acceptable submittal types of financial stability are Financial Statement or Annual Report, Business tax return, or Statement of income and related earnings and a balance sheet. See Section 9.1
- **Attachments** - each of the following must be completed and executed in full by the Contractor and provided in this section:
  - 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 and completed Vendor Application Form
  - Attachment F – Secretary of State Registration. Contractors must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Contractor has already filed, it may be uploaded as a general attachment.
  - Attachment G – Completed, signed, and dated Equal Benefits Ordinance Compliance Forms (EBO) – the EBO disclosure form and the certificate of compliance questionnaire forms.
- **Addenda** (if applicable)



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

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

- 5.1 Proposals from LSPs shall be consistently evaluated based upon the following criteria:
  - 5.1.1 Demonstrated competence, including expertise in immigration law;
  - 5.1.2 Experience in performance of comparable engagements, including working with government agencies and community-based organizations;
  - 5.1.3 Expertise and availability of key personnel;
  - 5.1.4 Staff language capacity in English and Spanish or Khmer and an articulated plan to work with individuals speaking other languages;
  - 5.1.5 Financial stability;
  - 5.1.6 Conformance with the terms of this RFP; and
  - 5.1.7 Reasonableness of cost.
- 5.2 Proposals from community connection service providers shall be consistently evaluated based upon the following criteria:
  - 5.2.1 Organizational capacity to assess and process cases for referral to the awarded LSP;
  - 5.2.2 Ability to collect and report relevant data to stakeholders;
  - 5.2.3 A demonstrated track record of productive collaboration with government agencies;
  - 5.2.4 Prior experience and familiarity with the immigrant population in the City;
  - 5.2.5 The ability to initiate services promptly after contract award and the proposed number of cases that the LSP proposes to represent;
  - 5.2.6 Experience in performance of comparable engagements;
  - 5.2.7 Expertise and availability of key personnel;
  - 5.2.8 Staff language capacity in English and Spanish or Khmer and an articulated plan to work with individuals speaking other languages.
  - 5.2.9 Financial stability;
  - 5.2.10 Conformance with the terms of this RFP; and
  - 5.2.11 Reasonableness of cost.
- 5.3 Proposals shall be kept confidential until a contract is awarded.
- 5.4 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.
- 5.5 The City reserves the right to request clarification of any proposal term from prospective Contractors.
- 5.6 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



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

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.

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

## 6. **PROTEST PROCEDURES**

### 6.1 Who May Protest

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

### 6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. 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 (5<sup>th</sup>) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

### 6.3 Form of Protest

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



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

#### 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.

### 7. **PROJECT SPECIFICATIONS**

See Section 3, Scope of Work.

### 8. **WARRANTY/MAINTENANCE AND SERVICE**

Not applicable.

### 9. **COMPANY BACKGROUND AND REFERENCES**

#### 9.1 Primary Contractor Information

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

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.



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

- 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.

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.
- 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.



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

### 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](http://www.longbeach.gov/finance/business_license).

## 10. **COST**

See Exhibit 2.

## 11. **BONDS**

Not applicable.

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

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

12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

12.2 Access to Contractor's Records – The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the



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

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.
- 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.





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

- 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](http://www.sam.gov)).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).
- 12.13 National Preservation Acts – The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Opportunity Employment,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with



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

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 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.



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

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

- 13.1 This contract will be for a period of 12 months with one annual renewal option at the discretion of the City. The contract term will not exceed 24 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 shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.



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

- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or



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

investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

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



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

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

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

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

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

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.



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

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."



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

## Exhibit 1

### Narrative Questionnaire

#### Narrative Questionnaire – Legal Service Provider

If you are responding to this Request for Proposal (RFP) as a Legal Service Provider, please provide your narrative responses to the following questions:

- Describe, generally, your organization’s qualifications as outlined in the Evaluation Criteria (Section 5.1 of the RFP). In particular, please detail your organization’s experience representing immigrants in removal proceedings for the last three years. List in the table below the number of Section 240 detained and non-detained removal cases for which your organization undertook representation in each of 2018, 2019, and 2020 years and the court locations where those cases were pending at the inception of representation.

Year	Detained	Not Detained
2018	<i>Number (by court location[s])</i>	<i>Number (by court location[s])</i>
2019		
2020		

- Describe your plan for intaking clients. Be specific as to how you will come into contact with clients for the first time (e.g., detention center legal orientation program (LOP), detention hotline, community referrals) and how the case will be selected for representation. Which detention facility(ies) will you serve? Please describe what, if any, prior relationships you have with area detention centers that will help facilitate your program. Organizations should propose a plan for intaking and offering representations to people that is consistent with the principle of universal representation of those eligible under this contract. Please describe how your program will incorporate community referrals into your intake plan.
- Describe your proposed program model for representing detained immigrants. Please specify how you plan to serve eligible clients and how your organization will provide a zealous and person-centered legal defense for the entire scope of the case, including for clients who are released from detention and whose cases may be pending beyond the current grant year. Please also describe how you will address the needs of clients beyond the scope of their legal cases, including social services, housing, education, healthcare, and other needs





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

and/or how you plan to address these needs when the program is at full scale. Finally, please describe how you will conduct intakes and work with clients who speak a language for which you do not have in-house capacity.

4. What is your staffing plan for your program? Please describe the positions you plan to fill and the responsibilities each will have in the program. Please attach the CVs and bar numbers of the attorneys who will lead the contracted work, and document American Immigration Lawyers Association (AILA) membership or other evidence of immigration law experience.
5. How many clients do you anticipate representing with the total public funding and the anticipated breakdown between detained and non-detained representation? Please specify the assumptions - including the status of detention center/ rates of detention / status of non-detained docket - that you are relying on to reach this number and estimated breakdown. Please respond based on client served, rather than case (i.e. if you represent someone on bond and merits, that is one client represented, not two cases). Please describe how your program plans to pace the initiation of representation for this number of clients to manage staff capacity.
6. What is start date for providing immigrant legal representation in your jurisdiction? Please describe your program implementation timeline. Please indicate if you have already hired staff to work under this funding. Indicate if you have already started providing legal services. If you have not hired staff, please indicate your expected timeline to staff up and start accepting clients under this funding. Please describe how your program will collaborate and engage with key community stakeholders to educate the community about the program.
7. Please describe how your organization plans to grow and sustain your publicly funded program over the next two years. Please include information about the organizations, coalitions, and/or public figures in your jurisdiction who are supportive of the universal representation program and who are critical to building public support for the program. Please also include information regarding how you will engage clients, family members, and immigrant community members in your efforts to raise awareness and grow your program and how impacted communities will become aware of your work.
8. The Vera Institute of Justice has created a secure online database and will be collecting data on the legal services performed by the LSPs for the purposes of program management and reporting. Please indicate your willingness and plan to cooperate with Vera's data collection efforts. Please indicate which staff will be inputting data on to the database and how often this will be done. Also indicate which staff will be finalizing the submission of the data to Vera. Specifically address your organization's capabilities to continue to report on all cases represented by your organization under this grant through the ultimate dispositions of those cases, some of which will inevitably continue long after the end date of the subcontract.
9. Provide a Budget Narrative to accompany your Budget Worksheet (see template). Narratives should describe each line item in the budget. In other words, you should list every staff person included in the Personnel section of the Budget Worksheet and briefly describe their duties.



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

For the Other than Personnel Expenses (OTPE) line items, please briefly describe each item and what is included in your calculation so that it is clear what is being covered by subcontract funds. Budget's should be prepared based on a one-time payment for the cases listed in Question 5.

10. Please attach your organization's operating budget for the current fiscal year.

11. Share additional information as you see fit, including any additional funding available to your organization to support the proposed services.



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

## **Narrative Questionnaire – Community Connection Service Providers**

If you are responding to this Request for Proposal (RFP) as a Community Connection Service Provider, please provide your narrative responses to the following questions:

1. Describe, generally, your organization's qualifications as outlined in the Evaluation Criteria (Section 5.2 of the RFP).
2. Describe your plan for intaking and referring clients to the partnering Legal Service Provider.
3. What is your staffing plan for your program? Please describe the position(s) you plan to fill and the responsibilities they will have in the program. Please also describe how you will address the needs of clients beyond the scope of their legal cases, including social services, housing, education, healthcare, and other needs and/or how you plan to address these needs when the program is at full scale.
4. Provide a Budget Narrative to accompany your Budget Worksheet (see template).
5. Please attach your organization's operating budget for the current fiscal year.
6. Share additional information as you see fit, including any additional funding available to your organization to support the proposed services.



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

## Exhibit 2

### Cost Templates

#### Legal Service Provider Budget Template

<b>Organization:</b>			
<b>Address:</b>			
<b>Date Prepared:</b>			
<b>Prepared By:</b>			
<b>SAMPLE Staff Expenses</b>			
	<i>Position Examples</i>	<i>% FTE</i>	<i>Total</i>
	Supervising Attorney		
	Senior Staff Attorney		
	Staff Attorney		
	Social Worker		
	Legal Assistant		
	Other		
<b>TOTAL STAFF EXPENSES</b>			
<b>SAMPLE Non-Staff Expenses</b>			
Overhead (rent, utilites etc.)- or each item can be separate			
Interpretation/Translation			
Travel			
Insurance			
Equipment, Materials & Supplies			
Other			
<b>TOTAL NON-STAFF EXPENSES</b>			
<b>TOTAL BUDGET</b>			



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

**Community Connection Service Provider Budget Template**

<b>Organization:</b>			
<b>Address:</b>			
<b>Date Prepared:</b>			
<b>Prepared By:</b>			
<b>SAMPLE Staff Expenses</b>			
<i>Staff Name</i>	<i>Position Examples</i>	<i>% FTE</i>	<i>Total</i>
	Referral/Outreach Supervisor/Manager		
	Referral/Outreach Coordinator		
	Other		
<b>TOTAL STAFF EXPENSES</b>			
<b>SAMPLE Non-Staff Expenses</b>			
Overhead (rent, utilites etc.)- or each item can be separate			
Interpretation/Translation			
Travel			
Insurance			
Equipment, Materials & Supplies			
Other			
<b>TOTAL NON-STAFF EXPENSES</b>			
<b>TOTAL BUDGET</b>			





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

## **Attachment B**

### **PRO-FORMA AGREEMENT**

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

AGREEMENT

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

THIS AGREEMENT is made and entered, in duplicate, as of \_\_\_\_\_,  
20\_\_ 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  
("Consultant"), with a place of business at  
\_\_\_\_\_, and the CITY OF LONG  
BEACH, a municipal corporation ("City").

WHEREAS, the 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

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



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

1 fiscal year shall be contingent upon the City Council of the City appropriating the  
2 necessary funds for such payment by the City in each fiscal year during the term of  
3 this Agreement. For the purposes of this Section, a fiscal year commences on  
4 October 1 of the year and continues through September 30 of the following year. In  
5 the event that the City Council of the City fails to appropriate the necessary funds  
6 for any fiscal year, then, and in that event, the Agreement will terminate at no  
7 additional cost or obligation to the City.

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

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

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

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

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

4 2. TERM. The term of this Agreement shall commence at midnight on  
5 \_\_\_\_\_, 20\_\_, and shall terminate at 11:59 p.m. on \_\_\_\_\_, 20<sup>19</sup>, unless sooner  
6 terminated as provided in this Agreement, or unless the services or the Project is  
7 completed sooner.

8 3. COORDINATION AND ORGANIZATION.

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

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

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

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

1 b) City will not secure workers' compensation or pay unemployment insurance to, for or on  
2 Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the  
3 usual and customary rights, benefits or privileges of City employees. Consultant expressly  
4 warrants that neither Consultant nor any of Consultant's employees or agents shall  
5 represent themselves to be employees or agents of City.

6 5. INSURANCE.

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

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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 the 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 the City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years,

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

1 commencing on the date this Agreement expires or is terminated.

2 E. Consultant shall require that all subconsultants or contractors  
3 which Consultant uses in the performance of these services maintain insurance in  
4 compliance with this Section unless otherwise agreed in writing by City's Risk  
5 Manager or designee.

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

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

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

24 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
25 contemplates the personal services of Consultant and Consultant's employees, and the  
26 parties acknowledge that a substantial inducement to City for entering this Agreement was  
27 and is the professional reputation and competence of Consultant and Consultant's  
28 employees. Consultant shall not assign its rights or delegate its duties under this

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

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

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

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

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

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

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

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

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

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

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

4 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

23 15. LAW. This Agreement shall be governed by and construed pursuant  
24 to the laws of the State of California (except those provisions of California law pertaining  
25 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and  
26 regulations of and obtain all permits, licenses, and certificates required by all federal, state  
27 and local governmental authorities.

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

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



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

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 17. 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, or (2) negligent or willful acts, errors,  
11 omissions or misrepresentations committed by Consultant, its officers, employees,  
12 agents, subcontractors, or anyone under Consultant’s control, in the performance  
13 of work or services under this Agreement (collectively “Claims” or individually  
14 “Claim”).

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

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

D. To the extent this Agreement is a professional service agreement for work or services performed by a design professional (architect, landscape architect, professional engineer or professional land surveyor), the provisions of this Section regarding Consultant’s duty to defend and indemnify shall be limited as provided in California Civil Code Section 2782.8, and shall apply only to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

19. NONDISCRIMINATION.

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

B. It is the policy of City to encourage the participation of Disadvantaged, Minority and Women-owned Business Enterprises in City's procurement process, and Consultant agrees to use its best efforts to carry out this policy in its use of subconsultants and contractors to the fullest extent consistent with the efficient performance of this Agreement. Consultant may rely on written representations by subconsultants and contractors regarding their status. Consultant shall report to City in May and in December or, in the case of short-term

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

1 agreements, prior to invoicing for final payment, the names of all subconsultants  
2 and contractors hired by Consultant for this Project and information on whether or  
3 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
4 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

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

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

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

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

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

27 E. If the City determines that the Consultant has set up or used its  
28 contracting entity for the purpose of evading the intent of the EBO, the City may

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

1 terminate the Agreement on behalf of the City. Violation of this provision may be  
2 used as evidence against the Consultant in actions taken pursuant to the provisions  
3 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

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

11 22. COPYRIGHTS AND PATENT RIGHTS.

12 A. Consultant shall place the following copyright protection on all  
13 Data: © City of Long Beach, California 2,104, inserting the appropriate year.

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

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

25 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
26 that Consultant has not employed or retained any entity or person to solicit or obtain this  
27 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
28 commission, or other monies based on or from the award of this Agreement. If Consultant

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

1 breaches this warranty, City shall have the right to terminate this Agreement immediately  
2 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
3 due under this Agreement or otherwise recover the full amount of the fee, commission, or  
4 other monies.

5           24. WAIVER. The acceptance of any services or the payment of any  
6 money by City shall not operate as a waiver of any provision of this Agreement or of any  
7 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
8 Agreement shall not constitute a waiver of any other or subsequent breach of this  
9 Agreement.

10           25. CONTINUATION. Termination or expiration of this Agreement shall  
11 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
12 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

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

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

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

28           29. THIRD PARTY BENEFICIARY. This Agreement is not intended or

1 designed to or entered for the purpose of creating any benefit or right for any person or  
2 entity of any kind that is not a party to this Agreement.

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

5 (NAME OF CONSULTANT)  
6 \_\_\_\_\_, 20\_\_ By \_\_\_\_\_  
7 Name \_\_\_\_\_  
8 Title \_\_\_\_\_

9 \_\_\_\_\_, 20\_\_ By \_\_\_\_\_  
10 Name \_\_\_\_\_  
11 Title \_\_\_\_\_

12 "Consultant"  
13 CITY OF LONG BEACH, a municipal  
14 corporation

15 \_\_\_\_\_, 20\_\_ By \_\_\_\_\_  
16 City Manager

17 "City"  
18 This Agreement is approved as to form on \_\_\_\_\_, 20\_\_

19 CHARLES PARKIN, City Attorney  
20 By \_\_\_\_\_  
21 Deputy

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

28



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

## Attachment C

### Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

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

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

---

Authorized signature and date

---

Print Name & Title



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

## Attachment D

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

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

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

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

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

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

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

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

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

r20141001





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

## **Acceptance of Certification**

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

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

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

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

Rev 12.11.13



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

## **Attachment E**

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

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

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

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



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

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

Request for Taxpayer
Identification Number and Certification

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

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; check only one of the following seven boxes:
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
5 Address (number, street, and apt. or suite no.)
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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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

Sign Here
Signature of U.S. person
Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.
By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.



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

### VENDOR APPLICATION FORM

Company Name  
(same as line 1 on W9):

DBA Name  
(same as line 2 on W9):

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

Web Address:

Purchase Order Address:

Attn:

City:

State: Zip Code:

Contact Name:

Email:

Phone Number:

Fax:

Toll Free:

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

'Remit to' Address :

Attn:

City:

State: Zip Code:

Contact Name:

Email:

Phone Number:

Fax:

Toll Free:

---

Type of Ownership:

Individual  Partnership  Corporation  LLC  Nonprofit  Government

Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)

MBE  WBE  Local  DBE  Certified SBE  Certified Micro

State certification number:



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

## Attachment F

### Secretary of State Certification

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

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

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

[www.kepler.sos.ca.gov/](http://www.kepler.sos.ca.gov/)

http://kepler.sos.ca.gov/ Business Search - Bu... x

File Edit View Favorites Tools Help

Suggested Sites SBA Size Table SAM simpler-financials (TEST) New Planetbids Login User Bid Info Council EZ FAMIS OD

California Secretary of State Alex Padilla

Secretary of State Main Website Business Programs Notary & Authentications Elections Campaign & Lobbying State Archives Registries

**Business Search**

This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the **Search** button.
- For help with searching an entity name or number, refer to [Search Tips](#).

Search Type:

Corporation Name  Limited Liability Company/Limited Partnership Name  Entity Number

Entity Name or Number:

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).

## **Attachment G**

### **Equal Benefits Ordinance (EBO)**

## 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. \_\_\_\_\_



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

## Attachment H

### Insurance Requirements

#### [CONTRACTOR = LEGAL SERVICES PROVIDER (LSP)]

INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS COMMISSIONS AND BOARDS, AND THEIR OFFICIALS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, LIABILITY, LOSS, LIENS, DAMAGE, COSTS, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING FROM OR IN ANY WAY CONNECTED OR ALLEGED TO BE CONNECTED WITH CONTRACTOR'S PERFORMANCE OF THE WORK UNDER THIS AGREEMENT AND FROM ANY ACT OR OMISSION, WILLFUL MISCONDUCT, OR NEGLIGENCE (ACTIVE OR PASSIVE) BY OR ALLEGED TO BE BY CONTRACTOR, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS EITHER AS A SOLE OR CONTRIBUTORY CAUSE, SUSTAINED BY ANY PERSON OR ENTITY (INCLUDING EMPLOYEES OR REPRESENTATIVES OF CITY OR CONTRACTOR). THE FOREGOING SHALL NOT APPLY TO CLAIMS OR CAUSES OF ACTION CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY, ITS COMMISSIONS AND BOARDS, OR THEIR OFFICIALS, EMPLOYEES, OR AGENTS.

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

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



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

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

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

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

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

[CONTRACTOR = COMMUNITY CONNECTION SERVICE PROVIDER]

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

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach, and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. If vulnerable clientele (such as minors) are served, such insurance shall not exclude coverage for abuse and molestation.



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

- (b) As applicable, workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach, and its officials, employees, and agents.**
- (c) If use of vehicles is part of the scope of services, for example, in distributing supplies or transporting clientele, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 (any auto).

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach, and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

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

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

# EXHIBIT “A-2”



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

City of Long Beach  
Request For Proposals Number CM21-078  
For  
The Long Beach Justice Fund

Release Date:	08/19/2021
Questions Due to the City:	08/26/2021
Posting of the Q & A:	08/31/2021
Due Date:	09/09/2021

City Contact: Tommy Ryan Buyer 562-570-5664

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

Company Name Long Beach Immigrant Rights Coalition Contact Person Gaby Hernandez

Address 525 E 7th Street City Long Beach State CA Zip 90813

Telephone (760) 277-0719 Fax (    )                      Federal Tax ID No.                     

E-mail: ghernandez@lbirc.org

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date September 3, 2021

Signed *Gabriela Hernandez*

Print Name & Title Gabriela Hernandez, Executive Director

Rev 2016 0919



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

## **Narrative Questionnaire – Community Connection Service Providers**

If you are responding to this Request for Proposal (RFP) as a Community Connection Service Provider, please provide your narrative responses to the following questions:

1. Describe, generally, your organization's qualifications as outlined in the Evaluation Criteria (Section 5.2 of the RFP).

The Long Beach Immigrant Rights Coalition (LBIRC) is a community-based organization of individuals and organizations with a mission to work for more humane, just, and pragmatic immigration policies and practices at local, statewide, and national levels and for a city that welcomes, integrates, and empowers its immigrant members. LBIRC works for and with immigrants, the children of immigrants, and members of mixed (immigration) status families. We focus particularly on those immigrants or children of immigrants who are most marginalized including those who are low income, undocumented and/or of limited English proficiency. LBIRC is the only local organization in Long Beach that is an affiliate of the California Immigrant Policy Center Network, Detention Watch Network, and the Dignity Not Detention Coalition and that specifically focuses on immigration with an emphasis on the undocumented population and on families where members have different immigration statuses.

LBIRC has been working for over sixteen years to serve and organize immigrants in the Greater Long Beach area. We currently run the Leadership Academy, a training program for undocumented immigrant parents with young children who want to deepen their political education and civic engagement. Through a series of monthly workshops these parents from Long Beach and Southern California step further into their power, and collectively create change. Some of the topics covered at the academy include the parents' relationship to power, and its effects, economic inequality, the structure of the education system, the prison industrial complex, the school to prison pipeline, racism, sexism, and organizing tools that parents can apply to local and state campaigns. Participants from each cohort are also provided the opportunity to participate in advocacy efforts, by meeting with legislators, providing public comment and attending city council meetings. LBIRC is also involved in state and local efforts to change policies that will benefit immigrants in California, such Health4All (access to Medi-Cal) and the Vision Act which will stop the prison to deportation pipeline by ending the practices of transferring immigrant community members from jails and prisons to ICE detention after their release.

LBIRC's services and programs are open to all immigrants but prioritizes those who are low income, limited English proficiency, and/or undocumented. Approximately one in four residents of Long Beach is foreign born (128,149 or 26.6% of the population in 2016, according to New American Economy estimates) and, although the absolute number of immigrants in Wilmington is lower (21,525 according to the U.S. Census bureau American Fact Finder 2017 estimate) the percentage of foreign-born residents is significantly higher (38%). Long Beach's immigrants come from a variety of countries of origin (with Mexico constituting 66.7%, Philippines 6.8%, Cambodia 7.8%, El Salvador 5.2% and Vietnam 2.8%). An estimated 30,775 of Long Beach immigrants or 24% of the total are undocumented (New American Economy 2016 estimates) from the following countries of origin: Mexico (66.7%; Philippines 6.8%, India 5.9%, El Salvador 3.2, Honduras 2.5%).



In response to ICE's intensified attack on undocumented people, LBIRC advocated for this very fund (Long Beach Justice Fund). The fund provides those who live or work in Long Beach and are facing deportation access to free legal representation. Support for the fund was approved by the city council in December 2018. LBIRC has been involved in ensuring the continued funding of the fund by the city council and is also part of the Oversight Committee.

LBIRC has been the primary source of referrals of residents to the Long Beach Justice Fund, having referred 40 cases, 20 of which have active cases with Immigrant Defenders. This is because LBIRC has earned the trust of the undocumented community in Long Beach and is the place where residents turn for help in matters such as detention or the threat of deportation. LBIRC has also been working in partnership with the Orange County Justice Fund (OCJF) to establish the Long Beach Liberation Fund, which will help to free residents from detention by helping them to pay their bond.

2. Describe your plan for intaking and referring clients to the partnering Legal Service Provider.

LBIRC has been an essential player in ensuring undocumented Long Beach community members have an opportunity to fight their deportations by connecting them to vital resources like the Long Beach Justice Fund since its inception. LBIRC serves as the key organizational link that occurs in several ways. Undocumented community members contact LBIRC regarding their deportations proceedings in a variety of different ways, for example: 1) walk-in visits, 2) calls to our office contacts, 3) engaging with our social media platforms, 4) referrals from community members engaged in our programs, and 5) through our rapid response hotline.

Without funding, it will be difficult for LBIRC to sustain and strengthen its ability to serve effectively as the key organizational link in the campaign to keep immigrant families threatened with deportation together. We provide a robust community-oriented strategy that builds trust with families and the communities who are directly impacted by deportations. Once we encountered a Long Beach resident facing deportation, we gather key information from them via a deportation defense intake form. The intake form we created gathers important information the legal service provider will need to begin their legal assessment of the case. We then provide immediate support to the family and refer them to the legal service provider (Immigrant Defenders). After making this connection, we track the case in an LBIRC tracking sheet. The tracking sheet allows us to compile a list of community members we have referred, and the legal service provider referred to. In that same sheet, we keep notes and track the case until we have received confirmation from the legal service provider that the case has been taken for representation. To ensure the case is making progress, we follow up with the legal service provider on a regular basis. LBIRC also works closely with the legal service provider by providing letters of support for the community members, these letters aid the case of the community member and show proof of good character.

If the community member is detained, our focus becomes helping the community member be free from detention by working with the legal service provider to fight for bond. If bond is granted by the immigration judge, through the Long Beach Liberation Fund we support the community member in raising funds to pay their bond, these bonds tend to be extremely high and unaffordable for community members, ranging from \$5,000-\$30,000, with most of the cases getting bonds set on the higher end. Since 2020, we have helped 3 community members pay for the bonds totaling in the amount of \$53,000.

Community members call us throughout their pending cases whether in detention or outside of detention and we continue to maintain communication with the community member and their family

throughout the years. Through this relationship building process with the community members, we get to know the families and elevate their voices when challenging the bad versus good immigrant narrative in public discourse. Some of the cases represented by the Long Beach Justice Fund include community members who have had interactions and convictions with the criminal justice system. Thus, our goal is to continue to cultivate those relationships with the impacted community members to then uplift their voices and provide them with the necessary tools they'll need to fight their cases and organize in their communities. In addition to our Leadership Academy, we also have a fellowship called IMPACT (Immigrants Making Powerful Affirming Change Together). This fellowship aims to build up the leadership of those who have been double punished by unjust incarceration and deportation machines. Fellows will develop their political consciousness, and work alongside organizers who will engage them in liberatory praxis. Impacted community members will engage in ending the divisive "good versus bad immigrant" narratives using their lived experiences through organizing and advocacy through political education workshops.

3. What is your staffing plan for your program? Please describe the position(s) you plan to fill and the responsibilities they will have in the program. Please also describe how you will address the needs of clients beyond the scope of their legal cases, including social services, housing, education, healthcare, and other needs and/or how you plan to address these needs when the program is at full scale.

LBIRC is led by immigrant women of color who have personal experiences and connections to the issues impacting the communities we serve. Our cultural competency has served staff as a guide in how to build relationships that are based on trust, respect, and follow through. This has allowed us to address the complex needs of clients in areas of social services, housing, education, healthcare, etc. For example, we have been able to connect families to local clinics that can assist them in enrolling in low-cost health coverage like MyHealthLA or Medical if eligible as well as be connected to local ESL classes at community colleges and partner organizations. Furthermore, we have been able to support over 2,000 families via our UndocuFund, which provides cash assistance to immigrant families facing hardships. Community members have been informed about tax credits they may be able to benefit from that will help in their economic stability like the California Earned Income Tax Credit. LBIRC has also connected with local tenant rights organizations to be able to help community members remain in their home, especially after the detention of the breadwinner of the household where families are unable to pay rent and may face eviction. Community members facing food insecurity are connected to our Mutual Aid program which provides free fresh produce to immigrant families in Long Beach. LBIRC has been taking part in all the mentioned above and will continue to connect community members to these resources as long as these resources and programs are available and part of the organization. In addition to all of this and since social services are limited to undocumented immigrants, LBIRC has helped individual families share crowdfunding fundraising campaigns via our networks and social media platforms to be able to support a family in need due to a loved one's detention.

LBIRC's Rapid Response Coordinator will continue to respond to hotline incoming calls and office calls regarding Long Beach ICE's arrests and community members in need of legal representation due to deportation proceedings. The coordinator oversees interviewing the community member or their family and filling out LBIRC's deportation defense intake form. After completing the intake form and gathering any key documentation, the coordinator will send the case to LBIRC's community organizer who will send the referral to the legal service provider and begin the follow up process. The coordinator will also oversee connecting the community members to any social services available to them as well as coordinate with the legal service provider regarding bond requests. The coordinator will work closely with the legal service provider and the family to help coordinate the raise of funds to meet the bond amount. This will require coordination with other bond funds and community organizations.

LBIRC's community organizer oversees the follow up process with the legal service provider and the community member. The community organizer does the referral to the legal service provider, input community member's information onto LBIRC tracking sheet and tracks the case and the needs of support from the attorneys. She communicates with the community member on a regular basis and requests updates on the case on behalf of the community member. In the instances where the legal service provider is unable to contact the community member, the community organizer works with the community member to facilitate that communication. The community organizer also drafts letters of support for the community members for LBIRC's executive director to review. The community organizer is also responsible for connecting the community members released from detention into LBIRC's leadership development opportunities (IMPACT fellowship or Leadership Academy). Both community organizer and rapid response coordinator facilitate know your rights workshops where they inform immigrant community members about their rights as well as bring awareness to the resources available through the Long Beach Justice Fund.

LBIRC's executive director will continue to attend quarterly Long Beach Justice Fund oversight committee meetings and will be represented by LBIRC's community organizer when she is not available. LBIRC will also continue to ensure the community voices are part of the oversight committee meeting by ensuring they have meeting details and information and ensuring interpretation is requested on their behalf. LBIRC will also continue to bring awareness about the Long Beach Justice fund via facebook lives, social media graphics and tabling opportunities.

Examples of recent work regarding graphics and videos can be found here:

<https://www.facebook.com/LBIRC562/videos/el-fondo-de-justicia-en-long-beach/4031346356928581/>

[https://www.instagram.com/p/CRph5V0ACeB/?utm\\_medium=copy\\_link](https://www.instagram.com/p/CRph5V0ACeB/?utm_medium=copy_link)

## Budget Narrative

### A. Salaries – Total \$52,000

#### Rapid Response Coordinator, FT (45%) \$18,720

The Rapid Response coordinator oversees doing the initial communication with community members in deportation proceedings as well as coordinating bond requests and connecting community members to social services. The total hourly yearly pay for this position is \$52,000 including benefits, and 45 percent of their time will be allocated to this grant for a period of 12 months.

#### Community Organizer, FT (50%) \$22,880

The Community Organizer oversees the follow up process with the legal service provider and the community members as well connect the community member to leadership development opportunities. The total hourly yearly pay for this position is \$57,200 including benefits, and 50 percent of their time will be allocated to this grant for a period of 12 months.

### B. Staff Benefits (25%) -Total \$10,400

Benefit allocation for Rapid Response Coordinator at (45%) and benefit allocation for Community Organizer at (50%). This includes health insurance, unemployment cost, and workers comp expenses.

### C. Total Expenses (excluding overhead/indirect) \$ 52,000

### D. Indirect Overhead Expenses (14%) \$8,000

Total expenses \$60,000

---



**Attachment C**  
**Statement of Non-collusion**

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

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

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

Authorized signature and date

*Gaby Hernandez*

July 26, 2021

Print Name & Title: Gaby Hernandez, Executive Director

## 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.

Community Partners

*Paul Vanderveent*

Business/Contractor/Agency

\_\_ Paul Vanderveent, President & CEO \_\_ Name of Authorized Representative Title of Authorized Representative

July 26, 2021

Signature of Authorized Representative Date r20141001

Attachment E

Form W-9 (Rev. October 2015) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Community Partners
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 only one of the following seven boxes.
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2):
5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code
7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

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. Social security number or Employer identification number

Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Signature of U.S. person: [Signature] Date: 1/6/20

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, 6<sup>th</sup> Floor  
Long Beach, CA 90802

### VENDOR APPLICATION FORM

Company Name *Community Partners*  
 (same as line 1 on W9):  
 DBA Name  
 (same as line 2 on W9):  
 Federal Tax ID Number (or SSN) [REDACTED] required (this number is a fed tax ID:  SSN:  leave blank if not applicable  
 Web Address:  
 Purchase Order Address: *10000 North Alameda Street, suite 240*  
 Attn:  
 City: *Los Angeles,*  
 State: *CA* Zip Code: *90012*  
 Contact Name: *Paul Vandeventer*  
 Email: *grants@communitypartners.org*  
 Phone Number:  
 Fax:  
 Toll Free:  
 If 'remit to' address is the same as the purchase order address, put SAME in first box only  
 'Remit to' Address :  
 Attn:  
 City:  
 State: Zip Code:  
 Contact Name:  
 Email:  
 Phone Number:  
 Fax:  
 Toll Free:

---

Type of Ownership:  
 Individual  Partnership  Corporation  LLC  Nonprofit  Government   
 Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)  
 MBE  WBE  Local  DBE  Certified SBE  Certified Micro   
 State certification number:

Secretary of State

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

### Attachment F



### Results Detail

Loss statement filed on: 7/15/2018

Corporation		
COMMUNITY PARTNERS		
Number: C1676288	Incorporation Date: 11/16/1990	Status: Active
Jurisdiction: CA	Type: Domestic Nonprofit	
Address		
1000 N. ALAMEDA STREET, SUITE 240		
LOS ANGELES, CA 90012		
Agent For Service Of Process		
PAUL VANDEVENTER		
1000 N. ALAMEDA STREET, SUITE 240		
LOS ANGELES, CA 90012		

Please review this information to determine if you have located the correct corporation. The corporation is not yet due to file the required statement; therefore, this filing must be filed either by mail or at our public counter in Sacramento. Refer to [Standard Information](#) for the forms and instructions.

[Search Results](#)   [New Search](#)

## Attachment G

### **Equal Benefits Ordinance (EBO)** **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

DocuSign Envelope ID: 8A8E2B74-DE7B-4A78-B033-8ADADDC382B0

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: Gaby Hernandez Title: Executive Director Signature: *Gaby Hernandez* Date: 7/22/21

Business Entity Name: Long Beach Immigrants Rights Coalition, a project of Community

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

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: Long Beach Immigrant Rights Coalition,  
A project of Community Partners Federal Tax ID No.                       
Address: 1000 North Alameda Street No 240  
City: Los Angeles State: CA ZIP: 90012  
Contact Person: Gabriela Hernandez Telephone: 562-204-6333  
Email: ghernandez@lbric.org 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

Attachment

\_\_\_\_ 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 30 day of July, 2021, at Long Beach, CA

Name Gabriela Hernandez Signature Gabriela Hernandez

Title Executiva Director Federal Tax ID No. [REDACTED]



City of Long Beach

Department of Financial Management  
Purchasing Division  
411 W Ocean Blvd. 6<sup>th</sup> Floor, Long Beach, California 90802  
p 562.570.6200

July 14, 2021

**NOTICE TO PROPOSERS  
ADDENDUM NO. 1: Q & A**

**RFP No. CM21-078  
Long Beach Justice Fund**

**This addendum changes and supersedes the language in the original RFP.** Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.

The City would like to remind Proposers that pursuant to Section 4.1.1 of the RFP, 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 in the RFP, unless confirmed in writing by the City Contact or Alternate City Contact.

**The questions and answers are as follows:**

1. Q: Do we need to have the insurance certificates completed naming the City of LB at the time we turn in the proposal or are these only due at the time of contract signing?

A: Insurance certificates are not needed at the time of submission. The awarded contractor will need to supply insurance prior to contract execution.

PREPARED BY: Tommy Ryan, Buyer II

ACKNOWLEDGED BY: Long Beach Immigrant Rights Coalition  
Company Name

Gaby Hernandez  
Print Name

Executive Director  
Title

Gaby Hernandez  
Signature

7/26/21  
Date

# EXHIBIT “B”





*RFP No. CM21-078 Long Beach Justice Fund Exhibit 2*

# EXHIBIT “C”

City's Key Employee:

Teresa Chandler,

Deputy City Manager,

or designee

# EXHIBIT “D”

Materials/Information Furnished

### **Universal Representation:**

*The principle that every person is entitled to due process, regardless of their background or criminal history*

- All contractors must adhere to the Universal Representation Model
  - Community connectors do not determine eligibility for representation of community members; the Legal Services Provider is the party in charge of determining eligibility for representation through the Long Beach Justice Fund
  - Community members shall not be disqualified from being connected to the Legal Services Provider for having a criminal record
  - All contractors are required to attend a Universal Representation and hand off process training

### **Tracking and Reporting**

- Meet with the Office of Equity point of contact on a quarterly basis
- Meet with the Legal Services Provider on a quarterly basis
- The community connector will be expected to track, document and report on the following items:
  - Methods of community engagement
  - Number of people reached:
    - Individuals who are inquiring for services through both phone calls and events (first name and zip codes only)
    - A holistic summary of each community member's needs (legal, financial, food, housing, health, etc.)
    - Ongoing case management of community members who are successfully connected to the Legal Services Provider
  - Modes of outreach utilized
    - Including but not limited to flyers, canvassing, social media, community workshops, etc.
  - Holistic supplemental support services extended
    - Community partners who are receiving the referrals

### **Workshops**

- There is a requirement of hosting a minimum of 5 workshops per grant period
  - Workshop requirements include:
    - Materials with accessible language, and that are culturally competent
    - Tracking of the date, times, and sign-in sheets (first name and zip code only)
  - Information in the workshops must include:
    - Details about the Long Beach Justice Fund
    - Information about anti-deportation work
    - Immigration know-your-rights
    - Holistic supplemental support (health, financial, housing, legal)

### **Intake Process**

- A dedicated phone number is required for intake purposes

- Complete at least 10-20 CBO (Community Based Organization) intakes per grant period, regardless of case success
- Case Management requirements include:
  - Monitor and follow up on case status with the Legal Services Provider; report to the contract manager
  - Provide comprehensive support services including, but not limited to: housing opportunities, food opportunities, social support (trauma-informed), raising funds to commissary (for people in detention), bond support
  - Maintain ongoing communications regarding case status with community members and their families
  - Provide follow-ups and support services to be included on a tracking sheet

# EXHIBIT “E”

Contractor's Key Employee:  
Gaby Hernandez