

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

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

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

28 E. Contractor must adopt reasonable methods during the life of

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

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

9 2. TERM. The term of this Agreement shall commence at midnight on
10 February 4, 2020, and shall terminate at 11:59 p.m. on February 3, 2022, unless sooner
11 terminated as provided in this Agreement, or unless the services or the Project is
12 completed sooner. This Agreement may be extended for three (3) additional one (1) year
13 periods, as approved by the City.

14 3. COORDINATION AND ORGANIZATION.

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

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

28 4. INDEPENDENT CONTRACTOR. In performing its services,

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

12 5. INSURANCE.

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

20 (a) Commercial general liability insurance (equivalent in scope to
21 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
22 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
23 coverage shall include but not be limited to broad form contractual liability,
24 cross liability, independent contractors liability, and products and completed
25 operations liability. City, its boards and commissions, and their officials,
26 employees and agents shall be named as additional insureds by
27 endorsement (on City's endorsement form or on an endorsement equivalent
28 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance

1 shall contain no special limitations on the scope of protection given to City,
2 its boards and commissions, and their officials, employees and agents. This
3 policy shall be endorsed to state that the insurer waives its right of
4 subrogation against City, its boards and commissions, and their officials,
5 employees and agents.

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

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

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

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

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

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

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

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

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

26 9. OWNERSHIP OF DATA. All materials, information and data
27 prepared, developed or assembled by Contractor or furnished to Contractor in connection
28 with this Agreement, including but not limited to documents, estimates, calculations,

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

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

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

27 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
28 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor

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

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

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

1 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
2 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

20 17. PREVAILING WAGES.

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

27 B. In all bid specifications, contracts and subcontracts for any
28 such Public Work, Consultant shall obtain the general prevailing rate of per diem

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

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

13 19. INDEMNITY.

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

28 B. In addition to Consultant's duty to indemnify, Consultant shall

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

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

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

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

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

25 22. NONDISCRIMINATION.

26 A. In connection with performance of this Agreement and subject
27 to applicable rules and regulations, Contractor shall not discriminate against any
28 employee or applicant for employment because of race, religion, national origin,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

YOUNGBLOOD & ASSOCIATES, INC., a California corporation

March 24th, 2020

By Charitay Youngblood
Name Charitay Youngblood
Title Administrator

_____, 2020

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

April 10, 2020

By Rebecca L. Larnes
City Manager

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

This Agreement is approved as to form on April 8, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT "A"

Scope of Work/Services



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

City of Long Beach
Request For Proposals Number PD19-001
For
Polygraph Services

Release Date:	02/22/2019
Questions Due to the City:	03/01/2019
Posting of the Q & A:	03/07/2019
Due Date:	03/14/2019

City Contact: Michelle King Buyer II 562-570-6020

See Section 4 for instructions on submitting proposals.

Company Name Youngblood & Associates Contact Person Ervin Youngblood
 Address 415 W. Foothill Blvd. Suite 115 City Claremont State CA Zip 91711
 Telephone (213) 321-7664 Fax (909) 626-1622 Federal Tax ID No. [REDACTED]
 E-mail: ervom@aol.com

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

I have read, understand, and agree to all terms and conditions herein. Date 03-14-2019

Signed *[Signature]*

Print Name & Title Ervin L. Youngblood

Rev 2018 0919



City of Long Beach

Department of Financial Management
Purchasing Division
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200

March 6, 2019

NOTICE TO PROPOSERS

ADDENDUM NO. 1:

**RFP No. PD 19-001
Polygraph Services**

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.

1. **Q:** Mention is made in Section 10.1 that "Contractor must submit the required bid form as part of the cost proposal." Where is this form in the documents you have provided? Or do we address the amounts on a separate page in our proposal?

A: Your "bid" document is a generic term. The entire packet you downloaded needs to be printed, signed and scanned and uploaded under the "General Attachments" tab when you are electronically submitting your proposal.

You are requested to put your fees on a separate page and title it "cost proposal" which will then be uploaded under the "cost proposal" tab.

2. **Q:** Are you requiring "financial stability" documents (as mentioned in 5.1) to be submitted as part of the proposal or will these documents be asked to be submitted at a later time?

A: It is to be submitted with your Proposal.

3. **Q:** Regarding insurance requirements, are you requiring proof of insurance to be submitted with the proposal?

A: No, only upon award.

4. **Q:** How many polygraph firms do you currently use to conduct the polygraph examinations?

A: Two

Addendum No. 1 – Polygraph Services RFP PD19-001

5. **Q:** Our company is not currently licensed in Long Beach. If awarded the contract we would then do so. Is this a problem?

A: You are not required to be licensed in the City of Long Beach to submit a proposal. That would be after award of a contract.

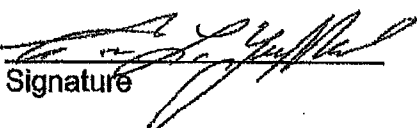
6. **Q:** In 4.11.4 Staffing Resources and Qualifications, you indicate "Three references shall be provided for each key staff member." Does this mean that you need letters of recommendation for each staff member? Or names of references where these staff members have conducted polygraph examinations? Please clarify.

A: Both preferably, however at minimum, we need the names and contact information for the three references so we can contact them independently.

PREPARED BY: Michelle King, Buyer II

ACKNOWLEDGED BY: Youngblood & Associates
Company Name

Ervin L. Youngblood Owner
Print Name Title

 03-14-2019
Signature Date

City of Long Beach
Request For Proposal Number PD 19-001
For
Polygraph Services
March 14, 2019

Youngblood & Associates

415 W. Foothill Blvd., Suite 115, Claremont, California 91711

Tel: (909) 626-1600 | Fax: (909) 626-1622

Contact: Ervin Youngblood | Email: ervom@aol.com

License # 21787

March 14, 2019

City of Long Beach
Evaluation Committee
333 W. Ocean Blvd. 7th Floor
Long Beach, California 90802

Re: Proposal for Long Beach Police Department Polygraph Services RFP Number PD19 -001

Dear City of Long Beach and Members of the Evaluation Committee:

Youngblood & Associates is pleased to present our proposal to provide pre-employment polygraph services to the City of Long Beach and the Long Beach Police Department. Youngblood & Associates prides itself on establishing collaborative business relationships with law enforcement agencies to identify key areas of focus and contribute to effective and successful selection of the best applicants. As a current contractor for the Long Beach Police Department as well as 29 other law enforcement agencies providing pre-employment polygraph services, Youngblood & Associates demonstrates expertise in interrogation, interviewing and qualitative examinations.

Ervin Youngblood, a leading expert in the field of polygraph administration, has more than 30 years of professional experience specializing in pre-employment polygraph examinations, criminal issue examinations, internal investigations and specific issue examinations. He has personally worked with the Long Beach Police Department respectfully and professionally representing the City's interest while ensuring the Peace Officer Standards and Training (POST) requirements are met in the pre-employment investigations of law enforcement candidates. In addition, we have a network of certified and skilled examiners at our three Southern California offices who are available on an as-needed basis to leverage capacity management during times of recruiting demands or special projects.

Our company is highly adaptive to the demanding nature of the recruiting and background investigation process and continually evolve our strategy for planning, availability and resource allocation to meet the increasing demands for our services.

Youngblood & Associates provides transparency into the examination process to ensure that the agency has a real-time understanding of the progress of staffing initiatives, successful applicant testing, testing results, examiner availability, examiner feedback and costs of service. We use internal quality control processes to streamline examination consistency and maintain the integrity of test data analysis. Recognizing the need for traceability and audit trails, we

provide narrative reports that provide a detailed record of the examination with documented feedback from the examiner.

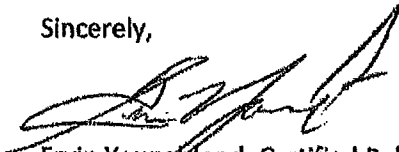
Our proposal outlines the complete scope of the approach that we are offering in response to the RFP, including objectives, basic services, qualifications, resources and cost.

Youngblood & Associates acknowledges and accepts the proposed terms and requirements of service as outlined in the RFP and Pro-Forma Agreement.

Youngblood & Associates acknowledges receipt of Addendum No. 1 dated March 6, 2019 for this RFP.

Thank you for your consideration and for taking the time to review the proposal from Youngblood & Associates.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ervin Youngblood', written over a horizontal line.

Ervin Youngblood, Certified Polygraph Examiner
Owner Youngblood & Associates

Enclosures

1. SCOPE OF PROJECT

Our proposal outlines the complete scope of work that Youngblood & Associates is offering in response to the specifications defined in the Request For Proposal for the City of Long Beach. Ervin Youngblood, Certified Polygraph Examiner and Owner of Youngblood & Associates, will facilitate the role as the primary contact, key examiner and will lead a team of three (4) certified polygraph examiners who will serve as subcontractors to Youngblood & Associates during times of high-volume hiring processes.

Youngblood & Associates offers polygraph examination services six (5) days a week, Monday through Friday, to efficiently manage the volume of examination requests offered by our clients. Ervin Youngblood will perform a maximum of five (5) polygraph examinations per day as regulated by the American Polygraph Association (APA). During times of sensitive initiatives and police recruit hiring processes, Youngblood & Associates will expand its availability to seven (7) days a week and employ the services of a minimum of three (3) additional certified examiners to meet agency needs. Our examiners primarily work from our main office facility in Claremont, California which provides private examination room(s) and continual access according to business needs but may also work from one of our three remote locations.

Subcontractors follow standard practices established by Youngblood & Associates regarding examination administration, standard testing questionnaires and will individually perform a maximum of five (5) polygraph examinations per day to support the volume of existing client needs, sensitive initiatives and police recruit hiring processes for the agency. In adherence to standard industry practice, Ervin Youngblood reviews and affirms the in-test data and test data analysis of examinations performed by our subcontractors to maintain the integrity of service, examination consistency and expertise that is offered by our key and primary examiner. Examination results, examination feedback, invoicing and reporting regarding all polygraph examinations administered by Youngblood & Associates and subcontractors are facilitated by Ervin Youngblood.

1.1 Basic Services

1.1.1 Polygraph Formats

Youngblood & Associates examiners conduct comprehensive pre-employment and specific issue examinations for both sworn and civilian applicants. Our pre-employment examinations are aligned with and focus on the key areas that are outlined in the standard Long Beach Police Department background investigation process. Our standard formats are customizable and can be modified to meet specific needs requested by the agency.

1.1.2 Certification and Background

Ervin Youngblood is a certified polygraph examiner with an extensive verifiable background serving the law enforcement community. He has performed criminal testing and pre-employment polygraph services for the Los Angeles Police Department for 23 years working in the Scientific Investigation Division as a Polygraph Examiner III. Ervin Youngblood is also certified in detection of deception, interviewing and interrogation and interviewing child victims and suspects. Youngblood & Associates is insured to provide polygraph services in the City of Long Beach and other cities that we currently serve.

The subcontractors used by Youngblood & Associates are certified, skilled and insured polygraph examiners with more than 20 years of combined verifiable experience in pre-employment and criminal issue polygraph examination administration. Each subcontractor has an extensive career history working directly in law enforcement. In addition, Ervin Youngblood and all subcontractors are active members of the American Polygraph Association (APA).

(Additional information disclosing subcontractor details is located on page 9 Section 2.2.1)

1.1.3 Capacity

Ervin Youngblood conducts a maximum of five (5) polygraph examinations per day during a standard 5-day work week averaging 100 exams on a monthly basis to support the volume of 29 law enforcement clients. Youngblood & Associates allocates the resources of three (3) subcontractors on an as-needed basis to manage capacity during times of sensitive business needs. Using the resources of our subcontractors, our capacity is 20 exams per day during a standard 5-day work week, totaling 400 exams monthly. Implementing a 3-day a week strategy to dedicate our resources to special hiring needs of the agency, our capacity is 480 exams within a 2-month period. Using reliable and practical approaches to strategic planning and resource allocation, we are competent in our ability to meet the requirements of this proposal in conducting as many as 400 examinations within a 2-month period while maintaining the level of quality and service provided to our existing clients.

1.1.4 Facilities

Youngblood & Associates occupies three (3) professional office spaces all which accommodate the privacy needed for polygraph examinations. Each location provides a private waiting area, restroom access and a separate room designated for polygraph examinations. The primary location used by key examiner Ervin Youngblood, offers two (2) separate offices for examinations in Claremont, California. Our third location, providing the same accommodations, is in Riverside, California. The facilities used by Youngblood & Associates are accessible seven (7) days a week with 24 hours access as needed.

1.1.5 Required Questionnaire

Our standard operating procedure requires applicants to complete a standardized pre-polygraph questionnaire and a release of liability form prior to being administered a polygraph examination. Copies of the signed documents are included in a summary report of the applicant's examination which is provided to our clients the next business day following the polygraph examination.

1.1.6 Deliverables

Youngblood & Associates provides a polygraph examination report to our clients upon the completion of a polygraph examination. The polygraph examination report is displayed in a professional and concise manner. Our polygraph examination reports detail the areas of questioning addressed during the examination, the applicant's responses to the In-Test questions, and offers a clear summary of the results of the examination. Recommendations from the examiner are included when specific issue testing is necessary. An electronic copy of the polygraph examination report, the signed release of liability form and invoice for cost of services are provided to our clients the next business day following the polygraph examination.

1.1.7 Video Recording

All polygraph examinations performed by Youngblood & Associates and/or subcontractors are video recorded in compliance with polygraph examination standards. DVD copies of recorded examinations are available upon request.

1.1.8 Confidentiality

Youngblood & Associates operates in full compliance of confidentiality agreements with our clients. Contractors and employees with access to polygraph examination reports and other sensitive materials are required to sign a confidentiality agreement with Youngblood & Associates and its respective clients.

2. COMPANY BACKGROUND AND REFERENCES

Youngblood & Associates is a privately-owned company that provides unsurpassed expertise in the administration of pre-employment and specific issue polygraph examination services for law enforcement agencies. Youngblood & Associates also perform private attorney exams for select clientele on a case-by-case basis.

Youngblood & Associates was established in 1996 by Ervin Youngblood; a well-respected polygrapher in the field of scientific investigation. Ervin Youngblood is the owner and primary polygraph examiner and the primary contractor actively providing pre-employment and specific issue polygraph services to 29 law enforcement agencies in Southern California. Clients of Youngblood & Associates include the Long Beach Police Department, Glendale Police Department, Glendale Fire Department, Los Angeles School Police Department, La Habra Police Department, Downey Police Department, Whittier Police Department, Buena Park Police Department, Desert Hot Springs Police Department and Murrieta Police Department.

Ervin Youngblood demonstrates a unique and skilled approach in practicing the art of interrogation combined with polygraph examination resulting in the highest degree of quality for his clients.

2.1 References and Testimonials

References and Testimonials for Ervin Youngblood are included in the Appendices attached to this proposal.

(Appendices 1. EY Resume, Appendices 2. EY Reference Letter City of San Fernando, Appendices 3. EY Reference Letter City of Murrieta, Appendices 4. EY Reference Letter Arroyo Backgrounds)

2.2 Subcontract Resources

Joanne Honea, Enrique Sanchez, Michael Ward and James Severance will be used as subcontractors for Youngblood & Associates. Subcontractors identified in this proposal are used on an as-needed basis at the discretion of Ervin Youngblood with consideration and input from the contracting agency. Youngblood & Associates commits to provide clear communication and transparency in those cases where subcontractors are used.

All examinations are subject to a quality control review by Ervin Youngblood. Polygraph examination reports provided to the contracting agency by Youngblood & Associates include the signature of the examiner who administered the polygraph examination and a signature by Ervin Youngblood as the quality control administrator. An electronic copy of the polygraph examination report, the signed release of liability form and invoice for cost of services are provided to our clients the next business day following the polygraph examination. The contracting agency will also receive a receipt of payment to the subcontractor from Youngblood & Associates.

2.3 Subcontractor References and Testimonials

References and testimonials for Joanne Honea, Enrique Sanchez, Michael Ward, and James Severance are included in the Appendices attached to this proposal.

(Appendices 5. Curriculum Vitae Joanne Vitae, Appendices 6. Enrique Sanchez Resumé, Appendices 7. Enrique Sanchez References, Appendices 8. Michael Ward Resume, Appendices 9. James Severance Resume)



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th 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.

 13-14-2019

Authorized Signature & Date

Ervin L. Youngblood - Owner

Print Name & Title



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th 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.

Youngblood & Associates
 Business/Contractor/Agency

<u>Ervin L. Youngblood</u>	<u>Owner</u>
Name of Authorized Representative	Title of Authorized Representative

	<u>03/14/2019</u>
Signature of Authorized Representative	Date

r20141001



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th 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.
 You

2 Business name/disregarded entity name, if different from above
 Younablood & Associates

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 Applies to accounts maintained outside the U.S.

5 Address (number, street, and apt. or suite no.)
 415 W. Foothill Blvd Suite 115
 City, state, and ZIP code
 Claremont, CA 91107

6 Requester's name and address (optional)

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.

Social security number
 OR
 Employer identification number

Part II Certification
 Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person Date ▶ 03-14-2017

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/w9.

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 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (cancelled 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 filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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.

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Youngblood & Associates Federal Tax ID No. [REDACTED]
Address: 115 W. Peach Hill Blvd. Suite 115
City: Claremont State: CA ZIP: 91107
Contact Person: Erin Youngblood Telephone: (909) 626-1600
Email: erayoung@aol.com Fax: (909) 626-1622

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 14 day of March, 2019, at 6:AM

Name Ervin L. Youngblood

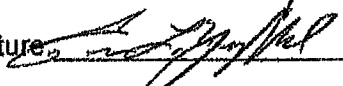
Signature 

Title OWNER

Federal Tax ID No. _____

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: Ervin L. Youngblood Title: owner
Signature:  Date: 03-14-2019
Business Entity Name: Youngblood & Associates



City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7th Floor
Long Beach, CA 90802

ATTACHMENT H

INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability from an insurance company with an: 8 rating (as specified in City AR 8-27) from AM Best Company with bid. Failure to submit this proof will disqualify the bid.

- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
 - Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of V (Capital Surplus and Conditional Surplus Funds of greater than \$10 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
 - Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
 - Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention must be approved in writing by City and protect City in same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
 - Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus

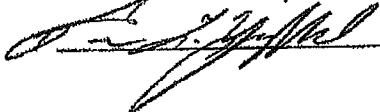


City of Long Beach
Purchasing Division
333 W. Ocean Blvd 7th Floor
Long Beach, CA 90802

and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or

- o Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
- Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: Erwin L. Youngblood Title: Owner
Signature:  Date: 12/14/2019



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

9. COMPANY BACKGROUND AND REFERENCES

The information requested in this section shall be submitted with the Statement of Qualifications proposal as a separate section and will not count towards any aforementioned page limit.

9.1 Subcontractor Information

Does this proposal include the use of subcontractors?

Yes No Initials

If "Yes", Contractor must:

- 9.1.1. Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.1.2. Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.1.3. References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.1.4. 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.
- 9.1.5. Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

9.2 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.

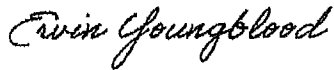
March 14, 2019

To Whom It May Concern:

This statement has been drafted with the consent of the subcontractors identified in Section 2.3 in the proposal submitted in response to RFP Number PD 19-001 by Youngblood & Associates.

Each subcontractor identified in the proposal has reviewed the RFP and agrees to abide by the Contractor's obligations if awarded the Contract by the City of Long Beach. Ervin Youngblood is granted permission to submit an acknowledgment statement on behalf of the agreement between Youngblood & Associates and the identified subcontractors.

Sincerely;

A handwritten signature in cursive script that reads "Ervin Youngblood".

Ervin Youngblood

Youngblood & Associates

Form 1040 Department of the Treasury—Internal Revenue Service (99) 2017 U.S. Individual Income Tax Return OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2017, or other tax year beginning 2017, ending 20 See separate instructions.

Your first name and initial ERVIN L Last name YOUNGBLOOD Your social security number [REDACTED]

If a joint return, spouse's first name and initial Last name Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. Apt. no. Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). Presidential Election Campaign

Foreign country name Foreign province/state/county Foreign postal code Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund. You Spouse

Filing Status 1 [X] Single 2 [] Married filing jointly (even if only one had income) 3 [] Married filing separately. Enter spouse's SSN above and full name here. 4 [] Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. 5 [] Qualifying widow(er) (see instructions)

Exemptions 6a [X] Yourself. If someone can claim you as a dependent, do not check box 6a. 6b [] Spouse. Boxes checked on 6a and 6b: 1. No. of children on 6c who: • lived with you • did not live with you due to divorce or separation (see instructions). Dependents on 6c not entered above. Add numbers on lines above: 1

Income table with columns for line number, description, and amount. Includes rows for Wages (2,467), Taxable interest (25), Ordinary dividends, Qualified dividends, IRA distributions, Pensions (83,794), Social security benefits (8,081), and Total income (122,503).

Adjusted Gross Income table with columns for line number, description, and amount. Includes rows for Educator expenses, Health savings account deduction, Moving expenses, Deductible part of self-employment tax (3,346), and Adjusted gross income (119,157).

SCHEDULE A (Form 1040)

Itemized Deductions

OMB No. 1545-0074

2017

Attachment Sequence No. 07

Department of the Treasury Internal Revenue Service (99)

Go to www.irs.gov/ScheduleA for instructions and the latest information. Attach to Form 1040.

Caution: If you are claiming a net qualified disaster loss on Form 4684, see the instructions for line 28.

Name(s) shown on Form 1040

Your social security number

ERVIN L. YOUNGBLOOD

Main form area with sections: Medical and Dental Expenses, Taxes You Paid, Interest You Paid, Gifts to Charity, Casualty and Theft Losses, Job Expenses and Certain Miscellaneous Deductions, Other Miscellaneous Deductions, Total Itemized Deductions.

SCHEDULE C (Form 1040)

Profit or Loss From Business (Sole Proprietorship)

OMB No. 1545-0074

2017

Attachment Sequence No. 09

Department of the Treasury Internal Revenue Service (99)

Go to www.irs.gov/ScheduleC for instructions and the latest information. Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1085.

Name of proprietor ERVIN L YOUNGBLOOD

A Principal business or profession, including product or service (see instructions) POLYGRAPH ADMINISTRATOR

B Enter code from instructions 812990

C Business name, if no separate business name, leave blank.

D Employer ID number (EIN) (see instr.)

E Business address (including suite or room no.) 4455 RISING HILL RD. City, town or post office, state, and ZIP code MORENO VALLEY, CA 92553

F Accounting method: (1) [X] Cash (2) [] Accrual (3) [] Other (specify)
G Did you "materially participate" in the operation of this business during 2017? [X] Yes [] No
H If you started or acquired this business during 2017, check here [] Yes [X] No
I Did you make any payments in 2017 that would require you to file Form(s) 1099? [] Yes [X] No
J If "Yes," did you or will you file required Forms 1099? [] Yes [X] No

Part I Income table with 7 rows: 1 Gross receipts or sales 159,717; 2 Returns and allowances; 3 Subtract line 2 from line 1; 4 Cost of goods sold; 5 Gross profit; 6 Other income; 7 Gross income 159,717.

Part II Expenses table with 28 rows: 8 Advertising 4,600; 9 Car and truck expenses 8,025; 10 Commissions and fees; 11 Contract labor; 12 Depletion; 13 Depreciation and section 179 expense deduction; 14 Employee benefit programs; 15 Insurance 6,900; 16 Interest; 17 Legal and professional services; 18 Office expense; 19 Pension and profit-sharing plans; 20 Rent or lease: a Vehicles, machinery, and equipment 12,500; b Other business property 5,950; 21 Repairs and maintenance 33,200; 22 Supplies; 23 Taxes and licenses 1,234; 24 Travel, meals, and entertainment: a Travel; b Deductible meals and entertainment; 25 Utilities; 26 Wages 39,750; 27a Other expenses; 27b Reserved for future use.

28 Total expenses before expenses for business use of home. Add lines 8 through 27a 112,359.
29 Tentative profit or (loss). Subtract line 28 from line 7 47,358.

30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions).
Simplified method filers only: enter the total square footage of: (a) your home; and (b) the part of your home used for business; Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30.

31 Net profit or (loss). Subtract line 30 from line 29. 47,358.
• If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 19) and on Schedule SE, line 2. (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3.
• If a loss, you must go to line 32.

32 If you have a loss, check the box that describes your investment in this activity (see instructions).
• If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 19) and on Schedule SE, line 2. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3.
• If you checked 32b, you must attach Form 8196. Your loss may be limited.
32a [X] All investment is at risk.
32b [] Some investment is not at risk.

SCHEDULE SE (Form 1040)

Self-Employment Tax

OMB No. 1545-0074

2017 Attachment Sequence No. 17

Department of the Treasury Internal Revenue Service (09)

Go to www.irs.gov/ScheduleSE for instructions and the latest information. Attach to Form 1040 or Form 1040NR.

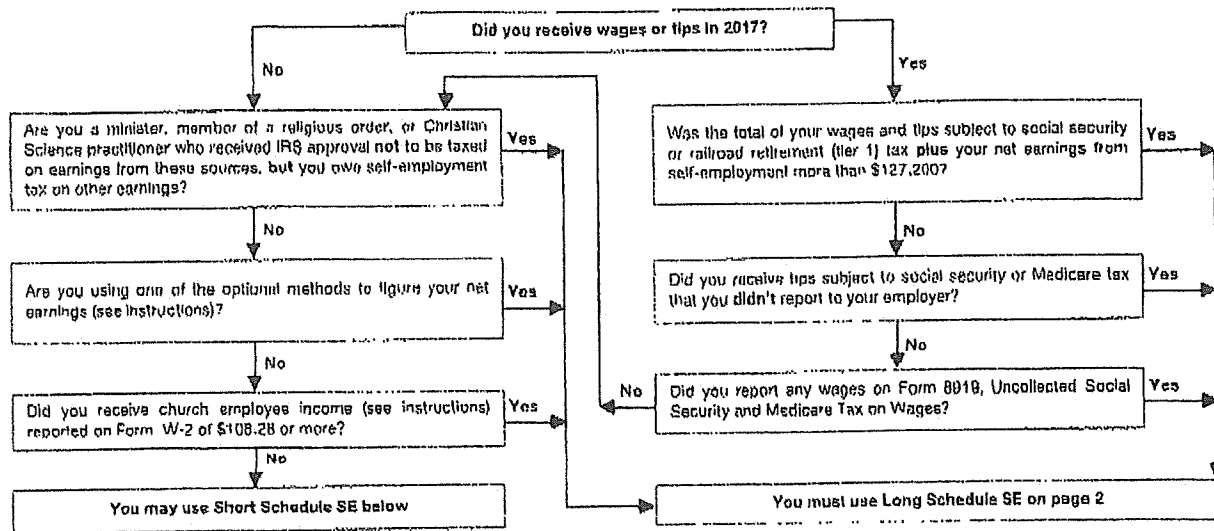
Name of person with self-employment income (as shown on Form 1040 or Form 1040NR) ERVIN L. YOUNGBLOOD

Social security number of person with self-employment income

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note: Use this flowchart only if you must file Schedule SE. If unsure, see Who Must File Schedule SE in the instructions.



Section A—Short Schedule SE. Caution: Read above to see if you can use Short Schedule SE.

Table with 2 columns: Description of line items and numerical values. Includes lines 1a, 1b, 2, 3, 4, 5, and 6.

EXHIBIT “B”

Rates or Charges

City of Long Beach
Request For Proposal Number PD 19-001
For
Polygraph Services
Cost Proposal
March 14, 2019

Youngblood & Associates

415 W. Foothill Blvd., Suite 115, Claremont, California 91711

Tel: (909) 626-1600 | Fax: (909) 626-1622

Contact: Ervin Youngblood | Email: ervom@aol.com

License # 21787

3. COST

Displayed below is the Youngblood & Associates Fee Schedule.

Exam Rate	Weekend Rate	Expedite Exam Rate	Cancellation\Reschedule Fee	Specific Issue Rate
\$325.00	\$375.00	\$375.00	\$150.00	\$325.00

3.1. Description of Fees:

- **Exam Rate:** Flat rate per polygraph examination. Includes polygraph examination report, examiner notes, examination results. *(DVD available upon request at no additional cost)*
- **Weekend Rate:** Flat rate billed for exams performed on weekends
- **Expedite Exam Rate:** The expedited exam rate is assessed for exams that are requested to be performed less than 5 business days from the initial request. (Standard scheduling requirements are advance notice of 1 week or more.)
- **Cancellation / Reschedule Fee:** The cancellation/reschedule fee is assessed when the scheduled exam is cancelled or rescheduled less than 24 hours prior to the exam. This fee is also assessed in the event of a no call/no show.
- **Specific Issue Rate:** Flat rate billed for specific issue testing

3.2. Testing Location

Youngblood & Associates occupies three (3) professional office spaces all which accommodate the privacy needed for polygraph examinations. The primary location used by key examiner Ervin Youngblood offers two (2) separate offices for examinations in Claremont, California. Our third location, providing the same functionality, is in Riverside, California.

3.3. Exams Per Day

Ervin Youngblood conducts a maximum of five (5) polygraph examinations per day during a standard 5-day work week averaging 100 exams on a monthly basis to support the volume of 29 law enforcement clients

3.4. 5 weeks necessary to complete 300 examinations.

EXHIBIT "C"

City's Representative:

Leslie Bruce, Finance Administrator,

Police Department

(562) 570-5391

EXHIBIT “D”

Additional Materials/Information Furnished:

NONE

EXHIBIT "E"

Contractor's Key Employee:

Ervin Youngblood

909-626-1622

ervom@aol.com