

1 AGREEMENT

2 36064

3 THIS AGREEMENT is made and entered, in duplicate, as of September 17,
4 2021, for reference purposes only, pursuant to Chapters 2.69 and 2.85 of the Long Beach
5 Municipal Code, by and between EARTHLODGE CENTER FOR TRANSFORMATION,
6 INC., a California nonprofit corporation ("Grantee"), with a place of business at 235 E.
7 Broadway, Suite 800, Long Beach, California 90802, and the CITY OF LONG BEACH, a
8 municipal corporation ("City").

9 WHEREAS, as a result of the need to proactively slow the spread of, and
10 combat, COVID-19 in the City, the City Public Health Officer issued a Declaration of Local
11 Health Emergency and the Acting City Manager issued a Proclamation of Local Emergency
12 on March 4, 2020; and

13 WHEREAS, on March 10, 2020, the City Council of the City of Long Beach
14 recognized that an emergency did exist and unanimously passed a Resolution ratifying the
15 City Manager's Proclamation of a Local Emergency and the Public Health Officer's
16 Declaration of Local Health Emergency; and

17 WHEREAS, the scope and magnitude of the response necessary to
18 proactively slow the spread of, and combat, COVID-19 in the City is beyond the control of
19 the services, personnel, equipment, and facilities of the City; and

20 WHEREAS, City requires specialized services requiring unique skills to be
21 performed in connection with the Health Department's COVID-19 response, which includes
22 reducing COVID-19 impact, risks factors, and mortality among Long Beach Black residents
23 ("Project"); and

24 WHEREAS, pursuant to Chapter 2.85 of the Long Beach Municipal Code, the
25 City Manager and Purchasing Agent have the authority to approve purchases, rentals, or
26 leases of goods or services related to a proclaimed emergency; and

27 WHEREAS, City has selected Grantee in accordance with City's
28 administrative procedures using Request for Proposal No. HE21-013 shown in Exhibit "A-

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

1 1" for COVID-19 Support for Black-Serving Nonprofits and Microbusinesses, incorporated
2 herein by this reference, and City has determined that Grantee and its employees are
3 qualified, licensed, if so required, and experienced in performing these specialized
4 services, which are necessary to respond to the City's proclaimed emergency and to
5 protect the public health and to slow, and combat, the spread of COVID-19; and

6 WHEREAS, City desires to have Grantee perform these specialized services
7 to respond to the threat of COVID-19 in the City, and Grantee is willing and able to do so
8 on the terms and conditions in this Agreement; and

9 WHEREAS, Long Beach Black residents are more likely to die from COVID-
10 19 illness. While they make up 13% of the population, they account for about 14% of
11 hospitalizations and 20% of deaths from coronavirus. In Long Beach the COVID-19
12 death rate for Blacks who fall ill with COVID-19 is 4.47 per 10,000; this is 30.3% higher
13 compared to the death rate for Whites who fall ill with COVID-19 (3.43 per 10,000); and

14 WHEREAS, this data suggests that the likelihood of COVID-19 mortality is
15 significantly higher when Black residents are hospitalized. This is connected to the
16 underlying health conditions most likely to exacerbate COVID-19 leading to higher levels
17 of illness; and

18 WHEREAS, the real-life needs of Black people have been historically
19 overlooked and undervalued in the creation of economic policies. Many Black people also
20 serve as essential workers, which place them at higher risk for COVID-19 infection and
21 ultimately family and community transmission; and

22 WHEREAS, research suggests that poor health outcomes among Black
23 populations may be a consequence of inequities related to poverty, education, lack of
24 access to healthcare, homelessness, and/or overall economic insecurity; and

25 WHEREAS, the disproportionate health impact of COVID-19 in the Black
26 Community led to the development of the Black Health Equity Collaborative, a community-
27 driven empowerment model designed to promote health equity as a critical aspect of Long
28 Beach Black Community culture by ensuring that the prospects for good health are not

1 limited by where we live, how much money we make, or discrimination we face; and

2 WHEREAS, Grantee provides and has experience in conducting virtual
3 training, health education and outreach services, healthy living and resource guides, and/or
4 care package assembly services in Black populations; and

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

7 1. SCOPE OF WORK OR SERVICES.

8 A. Grantee shall furnish specialized services more particularly
9 described in Request for Proposal No. HE21-013 ("RFP"), incorporated by this
10 reference as if fully set forth herein, in accordance with the standards of the
11 profession. The project description and scope of work is attached to this
12 Agreement as Exhibit "A-2". City shall pay for these services in the manner
13 described below, in an amount not to exceed Twelve Thousand Dollars (\$12,000),
14 at the rates or charges shown in Exhibit "B".

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

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

27 D. City shall pay Grantee in two (2) due course of payments
28 following receipt from Grantee and approval by City of invoices showing the services

1 or task performed, the time expended (if billing is hourly), and the name of the
2 Project. The City shall pay 50% of the grant amount identified in Section 1.A of this
3 Agreement pursuant to the terms in this Section. The remaining 50% grant amount
4 identified in Section 1.A of this Agreement shall be paid upon full, complete
5 satisfactory performance of the services required to be provided under this
6 Agreement and pursuant to the terms in this Section. Grantee shall certify on the
7 invoices that Grantee has performed the services in full conformance with this
8 Agreement and is entitled to receive payment. Each invoice shall be accompanied
9 by a progress report indicating the progress to date of services performed and
10 covered by the invoice, including a brief statement of any Project problems and
11 potential causes of delay in performance, and listing those services that are
12 projected for performance by Grantee during the next invoice cycle. Where billing
13 is done and payment is made on an hourly basis, the parties acknowledge that this
14 arrangement is either customary practice for Grantee's profession, industry or
15 business, or is necessary to satisfy audit and legal requirements which may arise
16 due to the fact that City is a municipality.

17 E. Grantee represents that Grantee has obtained all necessary
18 information on conditions and circumstances that may affect its performance and
19 has conducted site visits, if necessary.

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

23 2. TERM. The term of this Agreement shall commence at midnight on
24 July 30, 2021, and shall terminate at 11:59 p.m. on December 30, 2021, unless sooner
25 terminated as provided in this Agreement, or unless the services or the Project is
26 completed sooner.

27 3. COORDINATION AND ORGANIZATION.

28 A. Grantee shall coordinate its performance with City's

1 representative, if any, named in Exhibit "C", attached to this Agreement and
2 incorporated by this reference. Grantee shall advise and inform City's
3 representative of the work in progress on the Project in sufficient detail so as to
4 assist City's representative in making presentations and in holding meetings on the
5 Project. City shall furnish to Grantee information or materials, if any, described in
6 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall
7 perform any other tasks described in the Exhibit.

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

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

25 5. INSURANCE.

26 A. As a condition precedent to the effectiveness of this
27 Agreement, Grantee shall procure and maintain, at Grantee's expense for the
28 duration of this Agreement, from insurance companies that are admitted to write

1 insurance in California and have ratings of or equivalent to A:V by A.M. Best
2 Company or from authorized non-admitted insurance companies subject to Section
3 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
4 by A.M. Best Company, the following insurance:

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

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

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

27 iv. Commercial automobile liability insurance (equivalent in
28 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in

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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 Grantee. Grantee shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Grantee guarantees that Grantee 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. Grantee shall require that all subconsultants or contractors that Grantee 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, Grantee shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Grantee 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

1 of all policies of Grantee and Grantee's subconsultants and contractors, at any time.
2 Grantee shall make available to City's Risk Manager or designee all books, records
3 and other information relating to this insurance, during normal business hours.

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

10 H. The procuring or existence of insurance shall not be construed
11 or deemed as a limitation on liability relating to Grantee's performance or as full
12 performance of or compliance with the indemnification provisions of this Agreement.

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

27 7. CONFLICT OF INTEREST. Grantee, by executing this Agreement,
28 certifies that, at the time Grantee executes this Agreement and for its duration, Grantee

1 does not and will not perform services for any other client which would create a conflict,
2 whether monetary or otherwise, as between the interests of City and the interests of that
3 other client. Grantee further certifies that Grantee does not now have and shall not acquire
4 any interest, direct or indirect, in the area covered by this Agreement or any other source
5 of income, interest in real property or investment which would be affected in any manner
6 or degree by the performance of Grantee's services hereunder. And, Grantee shall obtain
7 similar certifications from Grantee's employees, subconsultants and contractors.

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

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

23 10. TERMINATION. Either party shall have the right to terminate this
24 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
25 prior written notice to the other party. In the event of termination under this Section, City
26 shall pay Grantee for services satisfactorily performed and costs incurred up to the effective
27 date of termination for which Grantee has not been previously paid. The procedures for
28 payment in Section 1.B. with regard to invoices shall apply. On the effective date of

1 termination, Grantee shall deliver to City all Data developed or accumulated in the
2 performance of this Agreement, whether in draft or final form, or in process. And, Grantee
3 acknowledges and agrees that City's obligation to make final payment is conditioned on
4 Grantee's delivery of the Data to City.

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

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

19 13. ADDITIONAL SERVICES. The City has the right at any time during
20 the performance of the services, without invalidating this Agreement, to order extra work
21 beyond that specified in the RFP or make changes by altering, adding to or deducting from
22 the work. No extra work may be undertaken unless a written order is first given by the City,
23 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
24 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
25 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
26 City Representative. Any greater increases, taken either separately or cumulatively, must
27 be approved by the City Council. It is expressly understood by Grantee that the provisions
28 of this paragraph do not apply to services specifically set forth in the RFP or reasonably

1 contemplated in the RFP. Grantee acknowledges that it accepts the risk that the services
2 to be provided pursuant to the RFP may be more costly or time consuming than Grantee
3 anticipates and that Grantee will not be entitled to additional compensation for the services
4 set forth in the RFP.

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

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

20 16. LAW. This Agreement shall be construed in accordance with the laws
21 of the State of California, and the venue for any legal actions brought by any party with
22 respect to this Agreement shall be the County of Los Angeles, State of California for state
23 actions and the Central District of California for any federal actions. Grantee shall cause
24 all work performed in connection with construction of the Project to be performed in
25 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
26 county or municipal governments or agencies (including, without limitation, all applicable
27 federal and state labor standards, including the prevailing wage provisions of sections 1770
28 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire

1 marshal, health officer, building inspector, or other officer of every governmental agency
2 now having or hereafter acquiring jurisdiction.

3 17. PREVAILING WAGES.

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

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

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

24 19. INDEMNITY.

25 A. Grantee shall indemnify, protect and hold harmless City, its
26 Boards, Commissions, and their officials, employees and agents ("Indemnified
27 Parties"), from and against any and all liability, claims, demands, damage, loss,
28 obligations, causes of action, proceedings, awards, fines, judgments, penalties,

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

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

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

23 D. The provisions of this Section shall survive the expiration or
24 termination of this Agreement.

25 20. FORCE MAJEURE. If any party fails to perform its obligations
26 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
27 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
28 governmental regulations, governmental controls, judicial orders, enemy or hostile

1 governmental action, civil commotion, fire or other casualty, or other causes beyond the
2 reasonable control of the party obligated to perform, then that party's performance will be
3 excused for a period equal to the period of such cause for failure to perform.

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

6 22. NONDISCRIMINATION.

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

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

27 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
28 accordance with the provisions of the Ordinance, this Agreement is subject to the

1 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
2 Long Beach Municipal Code, as amended from time to time.

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

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

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

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

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

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

26 24. NOTICES. Any notice or approval required by this Agreement shall
27 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
28 postage prepaid, addressed to Grantee at the address first stated above, and to City at

1 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
2 to the City Engineer at the same address. Notice of change of address shall be given in
3 the same manner as stated for other notices. Notice shall be deemed given on the date
4 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

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

18 27. CONTINUATION. Termination or expiration of this Agreement shall
19 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
20 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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

EARTHLODGE CENTER FOR TRANSFORMATION, INC., a California nonprofit corporation

September 22, 2021

By Queen Hollins
Name QUEEN HOLLINS
Title BOARD MEMBER-CHAM

September 22, 2021

By Yandenna Aarons
Name Yandenna Aarons
Title Executive Director

"Grantee"

CITY OF LONG BEACH, a municipal corporation

September 30, 2021

By Shonda J. Jatum
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This Agreement is approved as to form on September 27, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

EXHIBIT “A-1”

Request for Proposal

Request For Proposals Number HE21-013

for

**COVID-19 Support for Black-Serving
Nonprofits and Microbusinesses**

Release Date:	11/25/2020
Due Date:	12/07/2020

City Contact: *Tommy Ryan* *Buyer* *562-570-5664*

See Section 4 for instructions on submitting proposals.

Additional assistance and information is available at www.longbeach.gov/purchasing to help organizations complete responses to this RFP. If you have additional questions or need assistance, please contact RFPPurchasing@longbeach.gov or 562-570-6200.

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ATTACHMENTS

- A PROPOSAL RESPONSE FORM
- B COST RESPONSE FORM
- C PRO FORMA AGREEMENT
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION AND VENDOR APPLICATION FORM
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G EQUAL BENEFITS ORDINANCE (EBO)
- H ADDITIONAL FEDERAL FUNDING TERMS AND CONDITIONS

1. OVERVIEW OF PROJECT

The City seeks eligible Black-serving non-profits and microbusinesses to promote health and wellness among Long Beach Black residents to reduce COVID-19 impact, risks factors, and mortality among Long Beach Black residents. The creation of a Black Health Equity Collaborative (BHEC) will develop collaborative partnerships among Black-serving provider agencies, nonprofit organizations, and for-profit microbusinesses. BHEC entities will have the collective objective of improving the overall health and well-being of Long Beach Black residents who are disproportionately impacted by COVID-19.

Eligible Black-serving non-profits and microbusinesses may apply under the following Scope Areas:

1. Scope Area 1: Service Delivery Contracts
 - 1-A. COVID-19 Virtual Training
 - 1-B. COVID-19 Health Education and Outreach Service
 - 1-C. COVID-19 Healthy Living and Resource Guide
 - 1-D. COVID-19 Care Package Assembly and Delivery Service

2. Scope Area 2: Direct Relief Funding



Initial

2. ACRONYMS/DEFINITIONS

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

Awarded Contractor	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
City	The City of Long Beach and any department or agency identified herein.
Contractor	Organization/individual submitting a proposal in response to this RFP.
Department / Division	City of Long Beach, Department of Health and Human Services.
Digital Divide:	Individuals who do not have access and use of digital literacy training, the Internet and/or technology devices.
Eligible Businesses	Black-serving non-profit organizations and for-profit microbusinesses.
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
May	Indicates something that is not mandatory but permissible.
Microbusiness	A business entity with less than \$150,000 in annual revenue.
RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
Subcontractor	Third party not directly employed by the Contractor who will provide services identified in this RFP.

3. SCOPE OF PROJECT

BACKGROUND

The City of Long Beach (City) received \$40 million in Coronavirus Aid, Relief and Economic Security (CARES) Act funding. The City allocated \$1,000,000 in CARES Act funding specifically for Black Health Equity programs.

While Black residents make up 13% of the population in Long Beach, they account for about 14% of hospitalizations and 20% of deaths from coronavirus. In Long Beach the COVID-19 death rate for Blacks who fall ill with COVID-19 is 4.47 per 10,000; this is 30.3% higher compared to the death rate for Whites who fall ill with COVID-19 (3.43 per 10,000). This is connected to the underlying health conditions most likely to exacerbate COVID-19 complications leading to higher severity of illness. For instance, Black Long Beach residents are nine times more likely to be hospitalized for asthma and seven times more likely to be hospitalized for hypertension compared to White Long Beach residents.

The COVID-19 pandemic has revealed deep vulnerabilities for majority Black-serving nonprofit organizations and for-profit microbusinesses. These community-based service organizations and businesses have established, trusting relationships with Black community residents, which facilitates their ability to make expedient and reliable connections to this prioritized community. They deliver local culturally affirming services and support to Black residents to meet their heightened needs during the COVID-19 pandemic. The current pandemic has directly impacted these entities by presenting economic challenges resulting from Safer at Home restrictions, economic downturn, and a service population most immediately affected by the pandemic. Organizations and microbusinesses that serve Black Long Beach residents are suffering disproportionate economic impacts while facing the uncertainty of how to maintain service provision, ensure employee/volunteer safety, cover operational/salary costs and adapt to new ways of delivering their services in compliance with Citywide health orders. Further, these economic consequences reduce availability of services provided by these organizations and businesses, directly impacting community residents whose reliance on their services is at an all-time high due to the pandemic.

The City will grant up to \$600,000 in total funding to support Black-serving nonprofit organizations and microbusinesses to reduce the impact of COVID-19 for Long Beach Black residents. This funding will also provide direct relief funding for Black-serving nonprofit organizations and microbusinesses (defined as less than \$150,000 in annual revenue) who have been impacted by COVID-19. All funds must be fully spent by April 30, 2021.

The awarded organizations will receive support and communication from City staff and the BHEC Coordinator throughout the process so that problems can be solved early. Any funds that may not be expended may be redirected to other grantees if metrics are not being met or funds are not being expended according to the plan.

Eligible applicants may apply under the following Scope Areas. Applicants may apply for more than one Scope Area.

1. Scope Area 1: Service Delivery Contracts
 - 1-A. COVID-19 Virtual Training
 - 1-B. COVID-19 Health Education and Outreach Service
 - 1-C. COVID-19 Healthy Living and Resource Guide
 - 1-D. COVID-19 Care Package Assembly and Delivery Service
2. Scope Area 2: Direct Relief Funding

PRIORITY POPULATIONS

Priority populations include, but are not limited, to:

- Black/African American City residents
- Black/African American community
- At-risk Black/African Americans who are experiencing homelessness, COVID-19 illness, and/or older adults
- Black/African American low-income youth
- Black/African American LGBTQ+
- Black/African Americans with disabilities

PROPOSER ELIGIBILITY

Applicants must meet the following criteria:

- Have experience providing culturally affirming programs or services to Long Beach Black residents.
- Nonprofit organizations, including faith-based nonprofit organizations, must have a valid 501(c)3 tax-exempt status, or partner with a 501(c)3 as their fiscal agent,
OR
- Businesses must have a private-sector business with a tax ID number,
OR
- Businesses must have an active City of Long Beach business license.

Qualified nonprofit organizations and for-profit microbusinesses may submit proposal(s) for more than one Scope Area.

SCOPE AREA #1: SERVICE DEIVERY CONTRACTS

Scope Area #1 will target Black-serving nonprofit organizations and for-profit microbusinesses to provide culturally affirming support services to the Long Beach Black community under the four categories listed below.

In addition, all grantees will be required to complete the following:

- Participate in CARES Act orientation for grantees to ensure grantees are aware of reporting requirements and all available services.
- Report on metrics and deliverables. See “Reporting Requirements” section below.
- Provide participant stories for future potential dissemination or case study.
- Provide budget justification for eligible activities with outlined deliverables including a maximum of 5% for administrative expenses.

1-A. COVID-19 Virtual Training – Grant funding up to \$55,000 is available for one (1) Black-serving nonprofit organization or for-profit microbusiness to provide culturally tailored virtual trainings, utilizing COVID-19 or infectious disease subject-matter experts, to enhance COVID-19 related education and outreach efforts to Black-serving organizations. Awarded organizations are expected to conduct a minimum of 10 virtual training events to unduplicated agencies. Required topics must include, but are not limited, to:

- COVID-19 transmission;
- Effective methods for COVID-19 related health education and outreach (mental and physical health); and
- Local COVID-19 resources including, but not limited, to:
 - City’s Basic Needs Line, COVID-19 Info Line, and COVID-19 mobile testing unit.

Applicants are encouraged to include additional COVID-19-related topics for the training. The training curriculum must be approved by the City before trainings can begin.

1-B. COVID-19 Health Education and Outreach Service – Grant funding up to \$20,000 per award is available for between five (5) to ten (10) Black-serving nonprofit organizations or for-profit microbusinesses to serve as trusted messengers to conduct health education and outreach on how to mitigate the risk, transmission, and spread of COVID-19 among Long Beach Black community residents.

- a. Examples of health education and outreach services may include, but are not limited to, posting and engaging Black communities on social media platforms, mailing COVID-19 education materials, providing COVID-related education within the organization, and promoting local COVID-19 resources such as the City’s Basic Needs Line, COVID-19 Info Line, and COVID-19 mobile testing unit. Stress management education services may be eligible programming as well.
- b. Funded agencies will be required to complete the BHE COVID-19 Virtual Training.

1-C. COVID-19 Healthy Living Resource Guide – Grant funding up to \$60,000 is available for one (1) Black-serving nonprofit organization or for-profit microbusiness to develop a digital and hard copy “COVID-19 and Healthy Living Resource Guide” that focuses on the unique strengths and needs of the Long Beach Black community. The selected grantee will also create accompanying videos to provide culturally tailored information to mitigate the risk, transmission, and spread of COVID-19 to Long Beach Black residents. Examples of videos may include, but are not limited, to discussions on mitigating COVID-19 for essential workers or demonstrations of proper face mask use for children. The Healthy Living Resource Guide and videos must be approved by the City before they are published.

1-D. COVID-19 Care Package Assembly and Delivery Service – Grant funding anticipated up to \$10,000 per award is available for between five (5) to ten (10) Black-serving nonprofit organizations or for-profit microbusinesses for providing services to coordinate assembly and delivery of COVID-19 care packages to Long Beach Black residents at risk of COVID-19 infection (e.g., older adults, those with pre-existing conditions). A specific emphasis will also be placed on at-risk Black residents who are:

- Experiencing homelessness;
- Experiencing COVID-19 illness;
- Low income;
- Older adults; or
- Black youth.

COVID-19 care packages will include hygiene supplies and nutritional support. The City reserves the right to increase the award dependent on demand or other appropriate circumstances.

REPORTING REQUIREMENTS

Scope Area #1 grantees shall track program metrics internally on a weekly basis and provide monthly program metric updates to the City. At contract closeout, grantees shall submit the metrics met to date, a brief narrative explaining any barriers or areas where they may need support, and funds expended to date. The reporting template will be provided after contract award. The awarded organizations shall provide programmatic and demographic reports to the City monthly:

- Number of participants served.
- Number of trainings hosted and/or trainings attended.
- Participant’s zip codes.
- Number of participant’s race/ethnic background
 - African
 - African-American
 - Afro-Caribbean
 - Afro-Latinx
 - Multi-racial (please list)
 - Other

SCOPE AREA #2: DIRECT RELIEF FUNDING

This fund will target Black-serving nonprofit organizations and for-profit microbusinesses fiscally impacted by the COVID-19 pandemic and provide up to \$50,000 in direct relief grants.

One-time grants will provide relief for Black-serving non-profit organizations or microbusinesses serving the Long Beach Black community experiencing financial hardship due to COVID-19 related impacts/losses. Financial relief for these entities is vital for them to maintain organizational stability while abiding by local COVID-19 health orders amidst increased community demand for their services. Examples of eligible expenditures include rent costs, payroll, inventory impacted by COVID-19, personal protective equipment, physical distancing equipment and supplies, cleaning and sanitation supplies, and technology solutions for remote working requirements.

Eligible organizations and microbusinesses can qualify for grant amounts. Eligible applicants will be reimbursed for expenditures already incurred dating back to March 5, 2020.

Scope Area #2 applicants must have experienced a financial hardship due to COVID-19 and demonstrate a provision of service to the Long Beach Black community. Applicant cannot apply for reimbursement for expenditures that were already funded through any other contract funding (i.e. federal, state, or foundation grants, City of Long Beach CARES program, or other funding). General donation funding can be supplanted with these CARES funds, as it returns the general donations to the operating budget. Services provided must fall within the eligibility guidelines for the U.S. Treasury Coronavirus Relief Funds Act.

All proposers for Scope Area #2 are required to submit supporting documentation for expenses that will be reimbursed, examples include invoices, paid receipts, payroll summaries, etc.

4. SUBMITTAL INSTRUCTIONS

- 4.1 **For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov.** Responses to the questions will be posted on the City's online bidding platform, PlanetBids. Proposers should check PlanetBids on a regular basis.
- 4.2 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.

4.3 RFP Timeline (times indicated are Pacific Time)

TASK	DATE/TIME
Deadline for submission of proposals	12/07/20 by 11:00 AM
Evaluation period	12/08/20 – 12/11/20
Selection of Contractor	December 2020

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.

4.4 How to Submit a Proposal

- Electronic proposals shall be submitted via the City’s secure online Bid Management System (Planet Bids) which can be accessed at this address, <http://longbeach.gov/finance/business-info/purchasing-division/>, and then by selecting the “Bids/RFP” Tab. If your organization is not already registered, a video with directions is provided on the main page at that link.
- All required sections of the proposal must be uploaded to the Bid Management System, via the website.
- Proposer is solely responsible for “on time” submission of their proposal. The Bid Management System will not accept late proposals and no exceptions shall be made.
- Proposers will receive an e-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.

4.4 **Proposals must be received by 11:00 AM (PT) on 12/07/20.** 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 Responses to the questions in the Proposal Response Form 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.

4.6 Responses should concentrate on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

- 4.7 The Proposal Request Form must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the Form, 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 **A responsive proposal will include the following completed documents:**
- Attachment A – Proposal Response Form
 - Attachment B – Cost Proposal Form
 - Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification
 - Attachment E – W-9 Request for Taxpayer Identification Number and Certification
 - Attachment F – Secretary of State Certification (Consultants 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 Consultant has already filed, it may be uploaded as a general attachment).
 - Attachment G – Equal Benefits Ordinance (EBO), signed and dated form AND questionnaire
 - Attachment H – Terms and Conditions for Federal Funding signed and date
 - Addenda (if applicable), signed and dated

5. PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
- 5.1.1 Demonstrated competence and understanding of challenges facing Black residents impacted by COVID-19;
 - 5.1.2 Demonstrated ability to implement strategies for supporting linguistically and culturally appropriate messaging for Black residents;
 - 5.1.3 Experience providing culturally affirming services centering around the Black community;
 - 5.1.4 Experience serving the priority populations;
 - 5.1.5 Expertise and availability of key personnel;
 - 5.1.6 Conformance with the terms of this RFP; and
 - 5.1.7 Reasonableness of cost.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided; 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 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

6. PROTEST PROCEDURES

6.1 Who May Protest

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

6.2 Time for Protest

The City will post a notice of the intent to award a contract 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/finance/businessinfo/purchasing-division/>.

A proposer desiring to submit a protest for a proposal must do so within 24 hours of the electronic notification of intent to award. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated 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 email, to rfppurchasing@longbeach.gov and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email and/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 The applicant should possess the following qualifications:
- Experience working under tight deadlines.
 - Strong program management and administration skills.
 - Excellent customer service skills.
 - Strong interpersonal skills.

9.2 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.

- 9.3 All proposers shall submit 990 or 990-N (nonprofit organizations) and Schedule C (Profit and Loss Statements for-profit organizations) to demonstrate annual budget and fiscal hardship OR copy of Non-Profit Articles of Incorporation OR IRS 501c3 Determination Letter confirming non-profit status.

10. COST

- 10.1 The applicant is required to complete Attachment B, Cost Response Form.

For **Scope Area #1**, Attachment B is intended for the applicant to submit their estimated budget for the provision of services.

For **Scope Area #2**, Attachment B is intended for the applicant to submit their actual costs/budget expenditures already incurred dating back to March 5, 2020.

- 10.2 The proposal should also include any matching funds or support that could be provided by the organization to leverage the CARES Act funding.
- 10.3 The total cost estimate should not exceed the amount specified in the opportunities you are applying for.
- 10.4 Administrative costs may not exceed five percent of the overall total cost of the project. Eligible administrative expenses include rent, utilities, clerical/operational personnel support.

11. BONDS

Not applicable.

12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

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

- 12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.
- 12.2 Access to Contractor’s Records – The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.
- 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 Byrd Anti-Lobbying Amendment – The Awarded Contractor shall comply with the requirements of § 1352 of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency

- 12.5 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).
- 12.6 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).
- 12.7 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.
- 12.8 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).
- 12.9 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).
- 12.10 Non-discrimination; Equal Employment Opportunity – The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Opportunity Employment,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.
- 12.11 Payments, Reports, Records, Retention and Enforcement – The Awarded Contractor acknowledges the requirements and regulations set to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)) and agrees to cooperate with the City to allow the City to comply with said requirements. Records shall be maintained for a period of five (5) years after final payment is made

using Coronavirus Relief Fund monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients. 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.

12.12 Procurement of Recovered Materials - (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

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

13. TERMS, CONDITIONS AND EXCEPTIONS

- 13.1 This contract will be until April 30, 2021, at the discretion of the City. The contract will not exceed this term.
- 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.
- 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.

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 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.

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

- 13.19 The City will not be liable for Federal, State, or Local excise taxes.

- 13.20 Execution of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment C** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.

- 13.21 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.

- 13.22 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.

13.23 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.

13.24 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.

13.25 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.

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."

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

Attachment A
Scope Area 1-A: COVID-19 Virtual Training
Proposal Response Form

Instructions:

Please complete the following information in the Proposal Response Form (Form) if you are applying for **Scope Area 1-A: COVID-19 Virtual Training**. Once complete, upload it to the City's secure online bidding system, Planet Bids, as your response to this RFP. You will also need to submit Attachment B: Cost Proposal Form and other attachments (see Section 4.9). All documents must be complete and uploaded to Planet Bids in order for your proposal to be complete. Only answer these questions if you are proposing on COVID-19 Virtual Training. By submitting this application, the applicant indicates that they have read, understood and agree to the terms and conditions of the RFP.

Agency/Business Name:

Address:

Phone:

Email Address:

Main Contact Name:

Main Contact Phone:

Main Contact Email:

ELIGIBILITY QUESTIONS (YES/NO)

1. Does your organization have a 501(c)3 tax exempt status, partnering with a 501(c)3 as a fiscal agent, or is a microbusiness offering programs and/or services as licensed by the City of Long Beach?
 - If your organization is a microbusiness, does it have less than \$150,000 in annual revenue?
2. Does your organization offer community-based development programs and services that meet the needs of Long Beach Black residents to offset health disparities caused by the impact of COVID-19?
3. Do you have experience providing culturally affirming trainings to Black-serving organizations?

NARRATIVE QUESTIONS: Submit Answers (250 word maximum for each question)

1. What is your history and experience providing culturally affirming trainings in the Black community?
2. Provide specific details on the development and implementation of the trainings, including proposed topics and strategies to engage participants.

3. Please describe your organizational capacity to develop and implement the trainings, including the provision of culturally relevant services to the Black Long Beach community.
4. Please identify potential subject matter experts or organizations that you plan to collaborate with to provide these trainings.
5. Please describe how you might market your training to Long Beach's Black serving organizations and/or businesses.
6. Please submit a proposed project budget with estimated costs and reach. Please provide as much detail as possible, such as anticipated costs for programmatic staff, administration, equipment, materials, printing, mileage, etc.

ANSWER TO QUESTION #6 SHOULD BE SUBMITTED SEPARATELY AS ATTACHMENT B, COST RESPONSE FORM.

ORGANIZATION BACKGROUND AND REFERENCES

Provide two (2) references, preferably from previous customers or partners in service projects.

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF THIS RFP

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

Signature

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 a sham or collusive, nor made in the interest or on 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.

Print First and Last Name

Print Title

Authorized Signature and Date

Attachment A
Scope Area 1-B: COVID-19 Health Education & Outreach Services
Proposal Response Form

Instructions:

Please complete the following information in the Proposal Response Form (Form) if you are applying for **Scope Area 1-B: COVID-19 Health Education and Outreach Services**. Once complete, upload it to the City's secure online bidding system, Planet Bids, as your response to this RFP. You will also need to submit Attachment B: Cost Proposal Form and other attachments (see Section 4.9). All documents must be complete and uploaded to Planet Bids in order for your proposal to be complete. Only answer these questions if you are proposing on COVID-19 Health Education and Outreach Services. By submitting this application, the applicant indicates that they have read, understood and agree to the terms and conditions of the RFP.

Agency/Business Name:

Address:

Phone:

Email Address:

Main Contact Name:

Main Contact Phone:

Main Contact Email:

ELIGIBILITY QUESTIONS (YES/NO)

1. Does your organization have a 501(c)3 tax exempt status, partnering with a 501(c)3 as a fiscal agent or is it a microbusiness offering programs and/or services as licensed by the City of Long Beach?
2. If your organization is a microbusiness, does it have less than \$150,000 in annual revenue?
3. Do you have experience providing culturally affirming services to Black-serving organizations?

NARRATIVE QUESTIONS: Submit Answers (250 word maximum for each question)

1. What is your history and experience providing culturally affirming services in the Black community?
2. Provide specific details on the activities planned to achieve the outcomes selected above.
3. What outcomes are anticipated?
4. Please describe your organizational capacity to conduct culturally relevant health education and outreach to the Black Long Beach community.

5. Please submit a proposed project budget with estimated costs and reach. Please provide as much detail as possible, such as anticipated costs for programmatic staff, administration, equipment, materials, printing, mileage, etc.

ANSWER TO QUESTION #5 SHOULD BE SUBMITTED SEPARATELY AS ATTACHMENT B, COST RESPONSE FORM.

ORGANIZATION BACKGROUND AND REFERENCES

Provide two (2) references, preferably from previous customers or partners in service projects.

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF THIS RFP

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

Signature

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.

Print First and Last Name

Print Title

Authorized Signature and Date

Attachment A
Scope Area 1-C: COVID-19 Healthy Living and Resource Guide
Proposal Response Form

Instructions:

Please complete the following information in the Proposal Response Form (Form) if you are applying for **Scope Area 1-C: COVID-19 Healthy Living and Resource Guide**. Once complete, upload it to the City's secure online bidding system, Planet Bids, as your response to this RFP. You will also need to submit Attachment B: Cost Proposal Form and other attachments (see Section 4.9). All documents must be complete and uploaded to Planet Bids in order for your proposal to be complete. Only answer these questions if you are proposing on COVID-19 Healthy Living and Resource Guide. By submitting this application, the applicant indicates that they have read, understood and agree to the terms and conditions of the RFP.

Agency/Business Name:

Address:

Phone:

Email Address:

Main Contact Name:

Main Contact Phone:

Main Contact Email:

ELIGIBILITY QUESTIONS (YES/NO)

1. Does your organization have a 501(c)3 tax exempt status, partnering with a 501(c)3 as a fiscal agent or is it a microbusiness offering programs and/or services as licensed by the City of Long Beach?
2. If your organization is a microbusiness, does it have less than \$150,000 in annual revenue?
3. Do you have experience providing culturally affirming services to the Black community?

NARRATIVE QUESTIONS: Submit Answers (250 word maximum for each question)

1. Please describe your plan and timeline to create the Healthy Living Resource Guide and accompanying videos. Please discuss any partners that may be involved in developing the Resource Guide/videos.
2. Where do you plan to disseminate and market the Resource Guide? What platforms do you plan to use to disseminate the videos?

3. Describe your organizational capacity for completing the COVID-19 Healthy Living Resource Guide (hard copies and digital version).

4. Please submit a proposed project budget with estimated costs and reach. Please provide as much detail as possible, such as anticipated costs for programmatic staff, administration, equipment, materials, printing, mileage, etc.

ANSWER TO QUESTION #4 SHOULD BE SUBMITTED SEPARATELY AS ATTACHMENT B, COST RESPONSE FORM.

ORGANIZATION BACKGROUND AND REFERENCES

Provide two (2) references, preferably from previous customers or partners in service projects.

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF THIS RFP

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

Signature

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.

Print First and Last Name

Print Title

Authorized Signature and Date

Attachment A
**Scope Area 1-D: COVID-19 Care Package Assembly and
Delivery Service Proposal Response Form**

Instructions:

Please complete the following information in the Proposal Response Form (Form) if you are applying for **Scope Area 1-D: COVID-19 Care Package Assembly and Delivery Service**. Once complete, upload it to the City's secure online bidding system, Planet Bids, as your response to this RFP. You will also need to submit Attachment B: Cost Proposal Form and other attachments (see Section 4.9). All documents must be complete and uploaded to Planet Bids in order for your proposal to be complete. Only answer these questions if you are proposing on COVID-19 Care Package Assembly and Delivery Service. By submitting this application, the applicant indicates that they have read, understood and agree to the terms and conditions of the RFP.

Agency/Business Name:

Address:

Phone:

Email Address:

Main Contact Name:

Main Contact Phone:

Main Contact Email:

ELIGIBILITY QUESTIONS (yes/no)

1. Does your organization have a 501(c)3 tax exempt status, partnering with a 501(c)3 as a fiscal agent or is it a Microbusiness offering programs and/or services as licensed by the City of Long Beach?
2. If your organization is a microbusiness, does it have less than \$150,000 in annual revenue?
3. Does your organization offer community-based programs and services that meet the needs of Long Beach Black residents?
4. Do you have experience providing culturally affirming programs and services to Black-serving organizations?

NARRATIVE QUESTIONS: Submit Answers (250 word maximum for each question)

1. What is your history and experience providing culturally affirming services that meet the needs of Long Beach Black residents?
2. How many care packages do you intend to deliver? Discuss your priority population and how the care packages will be delivered to minimize contact.

3. What outcomes are anticipated as a result of the care package?
4. Please describe your organizational capacity to develop and disseminate the care packages.

ORGANIZATION BACKGROUND AND REFERENCES

Provide two (2) references, preferably from previous customers or partners in service projects.

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF THIS RFP

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

Signature

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.

Print First and Last Name

Print Title

Authorized Signature and Date

Attachment A
Scope Area 2: Direct Relief Funding
Proposal Response Form

Instructions:

Please complete the following information in the Proposal Response Form (Form) if you are applying for **Scope Area 2: Direct Relief Funding**. Once complete, upload it to the City's secure online bidding system, Planet Bids, as your response to this RFP. You will also need to submit Attachment B: Cost Proposal Form and other attachments (see Section 4.9). All documents must be complete and uploaded to Planet Bids in order for your proposal to be complete. Only answer these questions if you are proposing on Direct Relief Funding. By submitting this application, the applicant indicates that they have read, understood and agree to the terms and conditions of the RFP.

Agency/Business Name:

Address:

Phone:

Email Address:

Main Contact Name:

Main Contact Phone:

Main Contact Email:

ELIGIBILITY QUESTIONS (yes/no)

1. Does your organization have a 501(c)3 tax exempt status, partnering with a 501(c)3 as a fiscal agent or is it a Microbusiness offering programs and/or services as licensed by the City of Long Beach?
2. Was your organization financially impacted by COVID-19?

NARRATIVE QUESTIONS: Submit Answers (250 word maximum for each question)

1. Describe the services or goods that your nonprofit or microbusiness provides to Long Beach Black residents.
2. You must be able to show that there has been financial hardship/increased costs due to COVID-19. Describe specifically how COVID-19 has impacted your non-profit or microbusiness.
3. Provide a brief summary of your operations prior to and after the declaration of the State and local COVID-19 public health emergency.
4. Has your agency had to lay-off or furlough employees? If so, please provide information regarding the number of employees that have been laid off or furloughed.

ORGANIZATION BACKGROUND AND REFERENCES

Provide two (2) references, preferably from previous customers or partners in service projects.

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF THIS RFP

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

Signature

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.

Print First and Last Name

Print Title

Authorized Signature and Date

Attachment B Cost Response Form

Please submit a proposed project budget with estimated costs and reach. The budget should include anticipated costs for programmatic staff, equipment, materials, printing, outreach, marketing, mileage, etc. Administrative costs may not exceed five percent (5%) of the overall total cost of the project. Eligible administrative expenses include rent, utilities, clerical/operational personnel support.

See Section 10, Cost for additional information.

Attachment C

Pro-Forma Agreement

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

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

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AGREEMENT

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

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

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

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

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

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 _____, 20¹⁹, 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,

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.

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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,

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

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,

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,

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.

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

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

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

12 19. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

(NAME OF CONSULTANT)

_____, 20__

By _____
Name _____
Title _____

_____, 20__

By _____
Name _____
Title _____

“Consultant”

CITY OF LONG BEACH, a municipal corporation

_____, 20__

By _____
City Manager

“City”

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

CHARLES PARKIN, City Attorney

By _____
Deputy

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

Acceptance of Certification

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

Instructions for completing the form, Attachment –Debarment Certification

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

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

Rev 12.11.13

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.]

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

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/

The screenshot shows a web browser window displaying the California Secretary of State's Business Search page. The browser's address bar shows the URL <http://kepler.sos.ca.gov/>. The page header features the text "California Secretary of State Alex Padilla" and a navigation menu with "Business Search" selected. The main content area is titled "Business Search" and includes the following text:

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 entries 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. _____

Attachment H:

**Federal Funding Additional Terms and Conditions
Acknowledgment**

a. Compliance with the Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (3) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower

tier subcontractor with the clauses set forth in paragraphs (1) through (3) of this section.

b. Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (City of Long Beach) and understands and agrees that the (City of Long Beach) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

c. Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (City of Long Beach) and understands and agrees that the (City of Long Beach) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

d. Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935)
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to

comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by (City of Long Beach). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (City of Long Beach), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

e. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- (1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- (2) If applicable, contractors must sign and submit to the non-federal entity the following certification.

f. Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.

- (2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

g. Access to Records

- (1) Contractor agrees to provide the City of Long Beach, any state agency involved in funding the Work, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's submission of any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.
- (4) The City of Long Beach and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

h. DHS Seal, Logo, and Flags

- (1) The Contractor shall not use the United States Department of Homeland Security (hereinafter "DHS") seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA pre-approval.

i. Compliance with Federal Law, Regulations, and Executive Orders

- (1) This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

j. No Obligation by Federal Government

- (1) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

k. Program Fraud and False or Fraudulent Statements or Related Acts

- (1) The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The vendor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the vendor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction

imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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

SIGNATURE _____

DATE _____

Attachment I Insurance Requirements

SCOPE AREA #1: SERVICE DELIVERY CONTRACTS

1-A. COVID-19 Virtual Training

Note that all of the red type insurance requirements are optional. These apply only if the scope of the actual contractor's scope includes such services.

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

- (a) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach, and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out 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) Electronic data processing liability and cyberspace/online liability in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Agreement.

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.

1-B. COVID-19 Health Education and Outreach Services

Note that all of the red type insurance requirements are optional. These apply only if the scope of the actual contractor's scope includes such services.

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

- (a) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach, and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out 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 services are provided individually to minors or other vulnerable groups, coverage for allegations of abuse or molestation shall be included.
- (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 professional services (such as psychotherapy) are part of the scope of services, professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the services provided pursuant to this Agreement.
- (d) If the services provided pursuant to this Agreement may be delivered remotely, electronic data processing liability and cyberspace/online liability in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Agreement.

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.

1-C. COVID-19 Healthy Living and Resource Guide

Note that all of the red type insurance requirements are optional. These apply only if the scope of the actual contractor's scope includes such services.

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:

- (e) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach, and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out 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.
- (f) 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**
- (g) If professional services (such as public health content provision) are part of the scope of services, professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the services provided pursuant to this Agreement.

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

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.

1-D. COVID-19 Care Package Delivery Service

Note that all of the red type insurance requirements are optional. These apply only if the scope of the actual contractor's scope includes such services.

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:

- (i) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach, and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out 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.

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

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. 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.

SCOPE AREA #2: DIRECT RELIEF FUNDING

Insurance requirements are unnecessary assuming that the expenditures are reimbursements only for fully documented and approved goods or services within the timeframes and other requirements applicable to the CARES Act.

EXHIBIT “A-2”

Scope of Work

SCOPE OF WORK AGREEMENT – COVID-19 Care Packages

Earthlodge Center for Transformation
July 30, 2021 – December 30, 2021

This scope of work is between the EARTHLODGE CENTER FOR TRANSFORMATION and the City of Long Beach (City).

I. Overview of Service Responsibilities

As a grantee of the City of Long Beach Black Health Equity (BHE) Fund, Earthlodge Center for Transformation (The Earthlodge) agrees to implement all activities in this Scope of Work (SOW). All grantees must meet eligibility criteria as defined in the RFP. To support the Black Long Beach community disproportionately impacted by COVID-19, The Earthlodge will:

- Participate in BHE COVID-19 Virtual Training.
- Outreach and engage community and/or collaborate with health education initiatives to identify at-risk Long Beach Black residents in need of COVID-19 care.
- Purchase, package and deliver COVID-19 care packages to at-risk Black residents.
- Connect Long Beach Black residents to other health and social service resources via referrals/linkages.

II. Services to be Performed:

SERVICE/SCOPE	IMPLEMENTATION	TIMELINE	DELIVERABLE Insert goal number to be accomplished within the timeline.
Participate in BHE COVID-19 Virtual Training.	The Earthlodge will have representative in attendance.	07/30/21 - 12/30/21	Attendance in the BHE COVID-19 Virtual Training.
Outreach and engage community and/or collaborate with health education initiatives to identify at-risk Long Beach Black residents in need of COVID-19 care.	Outreach services will include one or more of the following: Mental Health Programming, Programming Promoting Overall Health. We will also collaborate with other organizations in Long Beach who have history serving the Black community. Programming, Programming Promoting Overall Health, Health Focused Phone Advocacy, Well-being Assistance, Youth Emotional	07/30/21 - 12/30/21	Estimated 300 reach to at-risk Black Long Beach residents.

	Support/Tutoring/Mentorship, and/or Culturally Relevant Virtual Health Education.		
Purchase, package and deliver COVID-19 care packages to at-risk Black residents.	Purchase health-related materials that accentuate outreach, engagement, and education efforts for the Black community.	07/30/21 - 12/30/21	Estimated 200 Black Long Beach residents/households served.
Connect Long Beach Black residents to other health and social service resources via referrals/linkages.	Provide print marketing material and provide it with each care package.	07/30/21 - 12/30/21	Estimated 5 of referrals/linkages to other health and social services.

III. Other Vendor Responsibilities

When disseminating materials please do not include City of Long Beach logo or any City affiliation. If City Logo is desired please contact the City representative you are working with for prior approval. Use of City logo without pre-approval to disseminate will be considered vendor non-compliance and may result in corrective action.

IV. City Responsibilities

The City will appoint an employee to liaise between EARTHLODGE CENTER FOR TRANSFORMATION and the City of Long Beach to administer the grant. The City will provide \$12,000.00 in funding to deliver culturally affirming COVID-19 care packages through cost reimbursement payment method. The City will reimburse costs related to this project’s SOW dating back to July 30, 2021.

V. Sub-Recipient Monitoring and Tracking

EARTHLODGE CENTER FOR TRANSFORMATION shall track program metrics internally on a weekly basis and provide monthly program metric updates to the City on the first of every month. EARTHLODGE CENTER FOR TRANSFORMATION is also required to submit financial expenditures (invoices) to the City. At contract closeout, EARTHLODGE CENTER FOR TRANSFORMATION shall submit the metrics met to date, a brief narrative explaining any barriers or areas where they may need support, as well as a narrative of collaborative efforts and funds expended to date. The awarded organizations will receive support and communication with City staff and/or the Black Health Equity Coordinator throughout the process so that issues can be solved early on. Any funds may be redirected to other agencies if metrics are not being met according to the plan.

Additionally, the City will track fund expenditures to ensure subcontractors expend funds according to proposed budgetary timelines. In the case that a subcontractor is not efficiently spending down their grant, this tracking process allows for the reallocation of funds to another subcontractor when necessary. EARTHLODGE CENTER FOR TRANSFORMATION will report on the metrics below:

Direct Service Metrics	Timeline
# of participants/households served (Strategy 2)	Monthly
# of linkages/referrals made (Strategy 2)	Monthly
# of collaborative events or efforts	Monthly
# of care packages distributed	Monthly
# of social media impressions	Monthly

Participant's ZIP Code	Monthly
# Participant Race Ethnic background (check boxes) <ul style="list-style-type: none"> ● African ● African-American ● Afro-Caribbean ● Afro-Latinx ● Multi-racial (please list) Other	Monthly

EXHIBIT “B”

Cost/Rates

EXHIBIT “C”

City’s Representative(s):

Connie Rivera, CARES Act Grants Project
Manager

Office: 562.570.6955

Connie.rivera@longbeach.gov

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

Yardenna Aaron
earthlodgecenter@gmail.com