

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of April 18, 2018, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on April 17, 2018, by and ELITE LINE SERVICES, INC., a Florida corporation ("Contractor"), with a place of business at 1505 Luna Road, Suite 100, Carrollton, Texas 75006, and the CITY OF LONG BEACH, a municipal corporation ("City").

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

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals ("RFP"), and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

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

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

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Request for Proposals (RFP) AP18-035, attached hereto as Exhibit "A" 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 Three Million Eighteen Thousand Two Hundred Ninety-Three Dollars (\$3,018,293), at the rates or charges shown in Exhibit "B".

B. City shall pay Contractor in due course of payments following receipt from Contractor and approval by City of invoices showing the services or

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

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

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

27 E. Contractor must adopt reasonable methods during the life of  
28 the Agreement to furnish continuous protection to the work, and the equipment,

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

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

8 2. TERM. The term of this Agreement shall commence at midnight on  
9 June 1, 2018, and shall terminate at 11:59 p.m. on May 31, 2021, unless sooner terminated  
10 as provided in this Agreement, or unless the services or the Project is completed sooner.

11 3. COORDINATION AND ORGANIZATION.

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

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

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

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

9 5. INSURANCE.

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

15 i. Commercial general liability insurance or self-insurance  
16 equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of**  
17 **Long Beach, and their officials, employees, and agents** as additional  
18 insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from  
19 and against claims, demands, causes of action, expenses, costs, or liability  
20 for injury to or death of persons, or damage to or loss of property arising out  
21 activities performed by or on behalf of the Contractor in an amount not less  
22 than Five Million Dollars (US \$5,000,000) per occurrence and Five Million  
23 Dollars (US \$5,000,000) in general aggregate. This coverage should not  
24 exclude claims involving sudden and accidental pollution or explosion,  
25 collapse, or underground (XCU) perils.

26 ii. Workers' compensation coverage as required by the  
27 Labor Code of the State of California and Employer's liability insurance with  
28 minimum limits of One Million Dollars (US \$1,000,000) per accident or

1 occupational illness. The policy shall be endorsed with a waiver of the  
2 insurer's right of subrogation against the **City of Long Beach, and their**  
3 **officials, employees, and agents.**

4 iii. Commercial automobile liability insurance equivalent in  
5 coverage scope to ISO CA 00 01 06 92 in an amount not less than One  
6 Million Dollars (US \$1,000,000) combined single limit (CSL) covering Symbol  
7 1 ("Any Auto").

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

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

20 D. Contractor shall deliver to City certificates of insurance and  
21 original endorsements for approval as to sufficiency and form prior to the start of  
22 performance hereunder. The certificates and endorsements for each insurance  
23 policy shall contain the original signature of a person authorized by that insurer to  
24 bind coverage on its behalf. "Claims-made" policies are not acceptable unless City  
25 Risk Manager determines that "Occurrence" policies are not available in the market  
26 for the risk being insured. In a "Claims-made" policy is accepted, it must provide for  
27 an extended reporting period of not less than one hundred eighty (180) days. Such  
28 insurance as required herein shall not be deemed to limit Contractor's liability

1 relating to performance under this Agreement. City reserves the right to require  
2 complete certified copies of all said policies at any time. Any modification or waiver  
3 of the insurance requirements herein shall be made only with the approval of City  
4 Risk Manager. The procuring of insurance shall not be construed as a limitation on  
5 liability or as full performance of the indemnification provisions of this Agreement.

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

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

27 8. MATERIALS. Contractor shall furnish all labor and supervision,  
28 supplies, materials, tools, machinery, equipment, appliances, transportation and services

1 necessary to or used in the performance of Contractor's obligations under this Agreement,  
2 except as stated in Exhibit "D".

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

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

24 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and  
25 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
26 performing its services, during the term of this Agreement and for five (5) years following  
27 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
28 all information, whether written, oral or visual, obtained by any means whatsoever in the

1 course of performing its services for the same period of time. Contractor shall not disclose  
2 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
3 of others except for the purpose of this Agreement.

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

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

24 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
25 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
26 amounts the payment of which may be in dispute or that are necessary to compensate the  
27 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
28 which the City may be liable to third parties, by reason of Contractor's acts or omissions in



1 performing or failing to perform Contractor's obligations under this Agreement. In the event  
2 that any claim is made by a third party, the amount or validity of which is disputed by  
3 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
4 City may withhold from any payment due, without liability for interest because of the  
5 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
6 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
7 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

25           17. PREVAILING WAGES.

26           A. Consultant agrees that all public work (as defined in California  
27 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
28 Work"), if any, shall comply with the requirements of California Labor Code sections

1 1770 *et seq.* City makes no representation or statement that the Project, or any  
2 portion thereof, is or is not a “public work” as defined in California Labor Code  
3 section 1720.

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

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

18 19. INDEMNITY.

19 A. Consultant shall indemnify, protect and hold harmless City, its  
20 Boards, Commissions, and their officials, employees and agents (“Indemnified  
21 Parties”), from and against any and all liability, claims, demands, damage, loss,  
22 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
23 costs and expenses, including attorneys’ fees, court costs, expert and witness fees,  
24 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
25 in part, out of or in connection with (1) Consultant’s breach or failure to comply with  
26 any of its obligations contained in this Agreement, including all applicable federal  
27 and state labor requirements including, without limitation, the requirements of  
28 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,

1 omissions or misrepresentations committed by Consultant, its officers, employees,  
2 agents, subcontractors, or anyone under Consultant's control, in the performance  
3 of work or services under this Agreement (collectively "Claims" or individually  
4 "Claim").

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

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

19 D. The provisions of this Section shall survive the expiration or  
20 termination of this Agreement.

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

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

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

2 22. NONDISCRIMINATION.

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

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

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

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

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

27 C. If the Consultant fails to comply with the EBO, the City may  
28 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or

1 to become due under the Agreement may be retained by the City. The City may  
2 also pursue any and all other remedies at law or in equity for any breach.

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

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

11 24. NOTICES. Any notice or approval required by this Agreement shall  
12 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
13 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
14 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
15 to the City Clerk at the same address. Notice of change of address shall be given in the  
16 same manner as stated for other notices. Notice shall be deemed given on the date  
17 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

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

1 Agreement shall not constitute a waiver of any other or subsequent breach of this  
2 Agreement.

3           27. CONTINUATION. Termination or expiration of this Agreement shall  
4 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
5 18, 21 and 28 prior to termination or expiration of this Agreement.

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

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

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

21           31. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
22 designed to or entered for the purpose of creating any benefit or right for any person or  
23 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.

ELITE LINE SERVICES, INC., a Florida corporation

May 11, 2018

By [Signature]  
Name GARY ZIMMERMAN  
Title SALES

May 11, 2018

By [Signature]  
Name GARY ZIMMERMAN  
Title SALES

"Contractor"

CITY OF LONG BEACH, a municipal corporation

May 22, 2018

By [Signature]  
City Manager

Tom Modica  
Assistant City Manager

"City"  
This Agreement is approved as to form on May 17, 2018.

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

By [Signature]  
Deputy  
CHARLES PARKIN, City Attorney

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lona Beach, CA 90802-4664

**EXHIBIT "A"**  
**Request for Proposals**  
**AP18-035**





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

**City of Long Beach**  
**Request For Proposals Number AP18-035**  
**For**  
**Baggage Handling System Maintenance**

Release Date:	11/17/2017
Mandatory Pre-Proposal Meeting:	12/05/2017
Questions Due to the City:	12/08/2017
Posting of the Q & A:	12/19/2017
Due Date:	01/03/2018

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*City Contact:*                      *Sokunthea Kol*                      *Buyer*                      *562-570-6123*

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

Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

Signed \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Rev 2016 0919



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

## TABLE OF CONTENTS

1.	OVERVIEW OF PROJECT .....	3
2.	ACRONYMS/DEFINITIONS.....	6
3.	SCOPE OF PROJECT.....	7
4.	SUBMITTAL INSTRUCTIONS.....	11
5.	PROPOSAL EVALUATION AND AWARD PROCESS .....	14
6.	PROTEST PROCEDURES .....	15
7.	PROJECT SPECIFICATIONS .....	16
8.	WARRANTY/MAINTENANCE AND SERVICE .....	20
9.	COMPANY BACKGROUND AND REFERENCES.....	20
10.	COST .....	22
11.	BONDS .....	23
12.	ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE .....	23
13.	TERMS, CONDITIONS AND EXCEPTIONS .....	26

### ATTACHMENTS

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

### EXHIBITS

- A LAYOUT OF BAGGAGE SYSTEM COMPONENTS
- B BAGGAGE HANDLING SYSTEM SPECIFICATIONS & SCHEMATICS
- C LGB SPARE PARTS INVENTORY
- D AIRPORT RULES & REGULATIONS
- E COST PROPOSAL TABLES & TEMPLATES



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

## 1. OVERVIEW OF PROJECT

The City of Long Beach (City), as operator of the Long Beach Airport (Airport or LGB), is seeking qualified firms with demonstrated capabilities and experience to provide maintenance and support of the Airport's Baggage Handling System (BHS) as defined in Section 3, Scope of Project.

### 1.1 About Long Beach Airport

The Long Beach Airport (Airport) was established in 1923 and is the oldest municipal airport in California. Situated halfway between the major business and tourism areas of both Orange and Los Angeles Counties, the Airport covers approximately 1,166 acres and has three runways, the longest being 10,000 feet.

Opened in 1942, the historic terminal stands at the center of the Airport. The ground floor of the terminal houses airline ticket counters, a concession store, and café area. The second floor serves as a waiting area where passengers and visitors can see aviation history through the historical items and articles on display.

LGB is a very active airport; with four major passenger airlines, two major cargo carriers, a general aviation community, and several Fixed Base Operators (FBOs) currently in operation, the Airport transports over 3.5 million commercial airline passengers annually. The major airlines currently serving LGB are Delta Air Lines, JetBlue Airways, Southwest Airlines, and American Airlines, along with several smaller airlines offering chartered flights.

Passengers check their baggage at the airline ticket counters located on the first floor of the terminal. The Baggage Handling System (BHS) conveys the checked luggage to a fenced area behind the terminal and feeds it through a secure screening facility managed by the Transportation Security Administration (TSA). Cleared baggage is then moved through an enclosed overhead conveyor to the baggage make-up unit. Upon arrival at the make-up unit, baggage is transported via carts by airline employees to their designated aircrafts.

Baggage from arriving aircrafts is loaded onto carts by airline employees and moved to the appropriate baggage claim area. Currently, the Airport has a total of three (3) baggage claim areas, with baggage claim area #1 and #2 located south of terminal building and baggage claim area #3 located north of the terminal building. Baggage claim area #1 is rarely used and typically remains inactive.



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

The Airport Terminal Area Improvement Program is currently in the design phase and includes major projects that will enhance the passenger experience. One potential project is the construction of a new checked baggage inspection system (CBIS) facility that will include a new in-line baggage security screening system. The facility will be approximately 6,200 square feet and will replace the existing stand-alone system with an integrated system for more efficient screening of checked baggage. Another potential project is the construction of three claim devices with approximately 380 linear feet of new baggage claim unit(s) within the non-secure public area and up to 250 linear feet of inbound baggage belts within the secure area. The new baggage claim unit(s) may replace all existing baggage claim units and may be located in a central baggage claim area for all passengers.

## 1.2 Airport Baggage Handling System (BHS) Maintenance Overview

Contractor shall have the ability to work in this very dynamic environment with the flexibility to adapt to any changes due to the needs of on-going airport activities and improvement programs. The operational environment at the Airport presents a set of unique challenges that do not exist in other typical commercial settings. For example, the Awarded Contractor and its subcontractors, if applicable, shall comply with and meet federal regulations and requirements, as well as the Airport's security policies and standards. Awarded Contractor and its subcontractors, if applicable, shall be responsible for all expenses incurred for any violation and/or corrective action resulting from any non-compliance with Department of Homeland Security (DHS), Transportation Security Administration (TSA), or LGB's rules and regulations.

In addition, the Airport's Security Identification Display Area (SIDA) security badges are required by all of Contractor's staff and subcontractors to be able to work on airport property. Contractor shall become knowledgeable of the Airport's badging requirements and all the potential costs associated with this process, see Section 7.3.4.

## 1.3 KEY REQUIREMENTS

- 1.3.1 Prospective Proposers shall have experience in providing services similar to those requested herein, which are further defined in Section 3, Scope of Project.
- 1.3.2 Contractors shall have qualified staff currently working for them or must be able to reasonably hire and employ qualified staff in order to fully provide the services required by the Airport within the prescribed time period, as described in this Request for Proposals (RFP).



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

- 1.3.3 Contractor's primary staff assigned to this project shall be full-time permanent employees of the Contractor, and must be equipped with properly identified company vehicles, if any.
- 1.3.4 Secondary on-call or as-needed subcontractor staff shall be under contract and available for work with the Awarded Contractor within 30 days of notice to proceed provided by LGB.
- 1.3.5 Contractors shall possess previous verifiable experience in providing services and support for airport BHS to an entity comparable or exceeding in size and complexity to LGB.
- 1.3.6 Contractors shall be capable of adjusting to future developments and construction and shall be required to maintain any new BHS or changes to the existing system.

Contractors shall be able to expand their scope of work to include additional services, if it is determined to be necessary by the City. The City shall award the contract to the most qualified, responsive, and responsible firm whose proposal represents the best overall value to the City based upon the evaluation criteria defined in Section 5, Proposal Evaluation and Award Process.

The Selected Contractor shall be required to provide onsite personnel for maintenance and repair services as specified in this RFP. The term of awarded contract(s) will be for three (3) years with option for two (2) additional one year extensions. Contractor, Contractor's employees, and Contractor's Subcontractors working at the Airport under the contract(s) will take direction for all services provided for in the contract from the Airport's Facility Maintenance Officer, and/or designee.

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Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

## 2. ACRONYMS/DEFINITIONS

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

<b>Airport</b>	Long Beach Airport.
<b>AOA</b>	Airport Operations Area.
<b>Awarded Contractor</b>	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
<b>BHS</b>	Baggage Handling System.
<b>CBIS</b>	Checked Baggage Inspection System.
<b>City</b>	The City of Long Beach and any department or agency identified herein.
<b>Contractor</b>	Organization/individual submitting a proposal in response to this RFP.
<b>Department</b>	City of Long Beach, Long Beach Airport.
<b>DHS</b>	Department of Homeland Security.
<b>Evaluation Committee</b>	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
<b>FAA</b>	Federal Aviation Administration.
<b>FBO</b>	Fixed Base Operator.
<b>FOD</b>	Foreign Object Debris.
<b>LGB</b>	Long Beach Airport.
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>Proposer</b>	See "Contractor".
<b>RFP</b>	Request for Proposals.
<b>Shall / Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-



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

responsive.

<b>Should</b>	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
<b>SIDA</b>	Security Identification Display Area.
<b>SSI</b>	Sensitive Security Information.
<b>Subcontractor</b>	Third party not directly employed by the Contractor who will provide services identified in this RFP.
<b>TSA</b>	Transportation Security Administration.

### 3. **SCOPE OF PROJECT**

#### 3.1 **Regularly-Scheduled Preventative Maintenance**

Preventative maintenance shall be considered that which will maintain the system in working order, including, but not limited to, cleaning, adjusting, lubricating, repairing, or replacing of normal "wear and tear" parts, and periodic inspections of the system with subsequent recommendations to the Airport for additional repairs or replacements outside of that which is preventative.

3.1.1 Regularly-scheduled preventative maintenance shall include regular inspection of all parts to determine wear percentage and the recommendation of replacements or improvements to the systems.

3.1.2 Utilizing information provided by the installers and manufacturers of the baggage systems and an independent third party assessment, as well as Contractor staff experience and knowledge, Contractor shall develop a schedule for regular preventative maintenance. The schedule shall include the following:

3.1.2.1 The necessary preventative maintenance to keep all baggage systems functioning and running smoothly on a daily basis;

3.1.2.2 Task and frequency reporting; and

3.1.2.3 All preventative maintenance to be performed daily, weekly, monthly, quarterly, and yearly, or at other intervals to be determined by Contractor and approved by the Airport.



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

- 3.1.3 Contractor shall develop inspection and maintenance logs for use by staff that are to be completed and submitted to the Airport following each regularly-scheduled preventative maintenance.
- 3.1.4 Contractor shall perform the regularly-scheduled preventative maintenance during normal operating hours. Normal operating hours shall be considered between 4:00 AM and 10:00 PM, Monday through Friday.
- 3.1.4.1 On-site technicians may be required seven days a week, including holidays.
- 3.1.4.2 Stand-by or backup technicians may also be required to handle jobs that required two or more technicians to complete.
- 3.1.5 Notice shall be provided to the Airport one (1) week prior to any scheduled maintenance that will impact the availability of the baggage system. No portion of the BHS may be removed from service for maintenance unless approved in writing by the Airport.
- 3.1.5.1 If it is determined by the Airport that the scheduled preventative maintenance would disrupt the Airport, TSA, or airline operations to the extent that is deemed unacceptable by the Airport, the Airport reserves the right to require the Contractor to work alternate work hours for that maintenance. These alternate work hours may include night or early morning work.

### 3.2 Emergency "On-Call" Services

Emergency repairs shall be considered as unforeseen BHS malfunctions or failures that present a danger to property or lives or causes operational problems for the Airport, TSA, or airlines.

Contractor shall respond to emergency calls by LGB staff when any portion of the baggage handling systems (BHS) are inoperable. No portion of the baggage systems may be removed from service for maintenance unless approved in writing by the Airport.

- 3.2.1 Normal response time to emergency calls shall be one (1) hour for all days of the week, including holidays, between the hours of 4:00 AM and 10:00 PM.
- 3.2.1.1 Contractor shall respond to all calls made by LGB staff within the one (1) hour time frame or the Airport may exercise the right to call another maintenance company to respond to the emergency. The expense of the alternate company responding shall then be charged to the Contractor or the amount withheld from future payments due the Contractor.





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

- 3.2.1.2 Continued failure to respond to calls or failure to provide competent responsive service will result in the City terminating the Contract.
- 3.2.2 LGB will work with the Contractor to determine the urgency of the repair and the appropriate time for repair.
  - 3.2.2.1 Damages incurred by the Airport or tenants associated with delays to the repairs, caused by actions or inactions of the Contractor, shall be charged to the Contractor or the amount withheld from future payments due the Contractor.
  - 3.2.2.2 Continued delays in repairing any inoperable portion of the BHS deemed to be an emergency by LGB will result in the City terminating the Contract.
- 3.2.3 If it is determined by the Airport that the emergency maintenance would disrupt the Airport, TSA, or airline operations to the extent that is deemed unacceptable by the Airport, the Airport reserves the right to require the Contractor to work alternate work hours for that maintenance.
  - 3.2.3.1 These alternate work hours may include work outside regular preventative maintenance hours.
  - 3.2.3.2 Stand-by or backup technicians may also be required during these hours to handle jobs that require two or more technicians to complete.
- 3.2.4 Responders to emergency calls shall have and display a current Long Beach Airport SIDA badge.

### 3.3 Inventory of Parts

- 3.3.1 Contractor shall review the existing parts and supplies list provided by LGB and update the list based on inventory on hand within 30 days of notice to proceed provided by LGB. An example of the existing parts inventory at LGB is provided in **Exhibit C**.
- 3.3.2 Contractor shall maintain the list and keep it up to date.
- 3.3.3 Contractor shall determine what parts and supplies should be purchased.
  - 3.3.3.1 LGB may determine to purchase parts separately or have Contractor purchase parts.
  - 3.3.3.2 Contractor shall provide for the safe and orderly storage of parts in an area provided by LGB.



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

- 3.3.4 Contractor shall track usage of all parts and provide notice to LGB when stock must be replenished. A method to track purchase and use of parts, used to determine reimbursement due the Contractor, shall be prepared by the Contractor and approved by the Airport within 30 days of notice to proceed provided by LGB.
- 3.3.5 Contractor shall prepare and provide a Parts Cost Management Plan that shows an acceptable method of acquiring spare parts from suppliers at competitive prices within 30 days of contract award.

### 3.4 Review and Documentation of System and System Components

- 3.4.1 Contractor shall conduct a physical review of the existing BHS, review all available specifications and drawings, and research any information necessary to understand the system or parts of the system currently being used. Contractor shall document all components and parts of the BHS in detail and provide recommendations of replacement schedules to Airport staff within 60 days of the contract award.
- 3.4.2 Contractor shall develop a complete and up-to-date specification of the BHS, including drawings, maintenance schedule, equipment and parts list, and other details of the system and its components. Contractor shall provide the updated specification to Airport staff within 90 days of notice to proceed provided by LGB.
- 3.4.3 Contractor shall keep the specifications up-to-date with any improvements, extensions, changes, or replacements of the system or parts of the system that were completed by the Contractor or Contractor's subcontractors under the awarded Contract. Contractor shall submit any updated specifications to Airport staff within 30 days of request made by the Airport for the update.
- 3.4.4 A layout of the system and its components is provided in **Exhibit A**. Specifications and schematics of the system are provided in **Exhibit B**. These documents are provided for reference purposes only. The Airport does not guarantee the accuracy of these documents or any information contained in the documents. It is the responsibility of the proposer to perform a detailed investigation of the existing systems as part of submitting a complete and responsive proposal.



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

#### 4. **SUBMITTAL INSTRUCTIONS**

4.1 For questions regarding this RFP, submit all inquiries via email to [rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov) by 4:00 PM (PST) on December 8, 2017. Responses to the questions will be posted on the City's website [longbeach.gov/purchasing](http://longbeach.gov/purchasing) under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

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

#### 4.2 **RFP Timeline (times indicated are Pacific Time)**

<b><u>TASK</u></b>	<b><u>DATE/TIME</u></b>
Mandatory Pre-Proposal Meeting/Site Walk	December 5, 2017 at 9:00 AM
Deadline for submitting questions	December 8, 2017 by 4:00 PM
Answers to all questions submitted available	December 19, 2017 by 4:00 PM
Deadline for submission of proposals	January 3, 2018 by 11:00 AM
Evaluation period	January, 2018
Selection of Contractor	On or about February, 2018

***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.***

#### 4.2.1 **Mandatory Pre-Proposal Meeting/Site-Walk**

A mandatory pre-proposal meeting/site-walk is scheduled for **December 5, 2017 at 9:00 AM (PST)** at Long Beach Airport, Information Center, 4135 Donald Douglas Drive, Long Beach, CA 90808. The purpose of this conference is to provide answers to questions regarding the project and RFP document, as well as for proposers to observe and gather information on the existing systems. It is the responsibility of the proposer to attend the site-walk and perform a detailed investigation of existing systems for submitting a complete and responsive proposal. It is recommended that Contractors bring



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

a copy of the RFP document to this meeting, as limited copies will be available.

Proposers will not be disqualified for late arrivals to the Pre-Proposal Meeting/Site-Walk; however, Proposers are responsible for all information provided at the Pre-Proposal Meeting/Site-Walk. Proposers must sign-in at the Pre-Proposal Meeting to be able to submit a proposal.

Public Parking is available at Parking Lot B. Parking will not be validated.

RSVPs are not required, but helpful in determining the required City staff needed to assist at the conference. Please use the "RSVP" button on the PlanetBids site to RSVP prior to the pre-proposal conference.

#### 4.3 Method of Submission

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

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

Submit proposal online at:

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

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

- 4.4 Proposals must be received by 11:00 AM (PST) on January 3, 2018. 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.



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

- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together**.
- 4.11 **A responsive proposal will include the following completed documents:**
- Narrative/Technical Proposal
  - Cost Proposal
  - Required City Forms shall be one separate file and uploaded separately from the technical/narrative and cost proposals on the general attachment tab in PlanetBids.
    - Attachment A – Compliance with the Terms and Conditions of the RFP, signed with any exceptions noted
    - Attachment C – Statement of Non-Collusion, signed and dated
    - Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated



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

- Attachment E – Contractor's W-9 and completed Vendor Application Form
- Attachment F – Secretary of State Registration. Contractors must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Contractor has already filed, it may be uploaded as a general attachment.
- Attachment G – Completed, signed and dated Equal Benefits Ordinance (EBO) Form
- Addenda (if applicable)

**5. PROPOSAL EVALUATION AND AWARD PROCESS**

5.1 Upon conformance with the terms of this RFP and successful submission of all administrative requirements and forms, proposals shall be consistently evaluated based on the weighted evaluation criteria described in this section:

<b>Maintenance, Repair and Support Services for Long Beach Airport Security System</b>	
<b>Proposal Evaluation Criteria</b>	<b>Points</b>
<ul style="list-style-type: none"> <li>• Experience in performance of comparable engagements;</li> <li>• Expertise and availability of key personnel; and</li> <li>• Contractor's qualifications</li> </ul>	10
<ul style="list-style-type: none"> <li>• Organization structure;</li> <li>• Availability of resources; and</li> <li>• Financial stability</li> </ul>	10
<ul style="list-style-type: none"> <li>• Understanding of scope and approach; and</li> <li>• Demonstrated competence</li> </ul>	20
<ul style="list-style-type: none"> <li>• Reasonableness of Cost: Cost Proposal and Labor Rates</li> </ul>	60
<b>RFP Total Evaluation Weight</b>	<b>100</b>

5.1.1 For the "Cost Proposal and Labor Rates" criteria of above, proposals shall be awarded points based on the total proposed cost in comparison with other cost proposals. Labor hours, if any, shall be weighted and factored into the proposed base cost. The proposal with the lowest total weighted proposed cost shall be awarded the maximum score for this criteria.

For example: Proposer A bids a base cost of 100,000 with an hourly rate of \$120 for emergency services. Proposer B bids a base cost of \$105,000 with an hourly rate of \$100 for emergency services. If the Airport estimates that 300 hours of emergency services may be needed, Proposer A's bid cost will be adjusted to \$136,000 (calculated from \$100,000 + (\$120 x 300)) and



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

Proposer B's cost would be adjusted to \$135,000 (calculated from \$105,000 + (\$100 x 300)). From there, criteria points will be calculated as: (Lowest Bid Cost) / (Proposer's Adjusted Bid Cost) x Maximum Criteria Score and rounded down to the nearest whole number.

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

## 6. **PROTEST PROCEDURES**

### 6.1 Who May Protest

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

### 6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5<sup>th</sup>) business day following posting of notification of



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

intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

### 6.3 Form of Protest

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

### 6.4 City Response to Protest

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

### 6.5 Limitation of Remedy

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

## 7. **PROJECT SPECIFICATIONS**

### 7.1 Staffing

7.1.1 All supervisors, technicians, software programmers, and engineers proposed by Contractor for the required services shall be skilled and have a minimum of five (5) years of experience maintaining and improving baggage systems.

7.1.2 Contractor shall provide a qualified supervisor and a number of technicians that will be assigned to provide services at the Long Beach Airport on a





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

regular and consistent basis. Contractor shall not reassign or substitute staff assigned to LGB unless approved by the Airport Facility Maintenance Officer, or designee. Replacement of any assigned Contractor requires the submittal of resume for the replacement employee for approval by the Airport. The Airport maintains the right to request replacement of an assigned employee if the Airport Director believes that it is in the best interest of the Airport.

- 7.1.3 Contractor shall provide the required personnel and necessary tools and equipment for regular preventative maintenance and for emergency repairs on a 24-hour, seven days a week basis.
- 7.1.4 Contractor shall provide and maintain backup technicians who are equally qualified to assume and perform the responsibilities of this Contract due to sickness or other absences of the normally-assigned staff.
- 7.1.5 While working at the Airport, Contractor's staff shall wear company uniforms. Contractor shall ensure that staff maintain a professional appearance in company uniform acceptable to Airport standards, as determined by the LGB Contract Manager.

## 7.2 Airport Safety and Security

- 7.2.1 Contractor shall prepare a Safety Plan and Quality Control Plan for performing the services and shall submit the plans to the Airport no later than 15 calendar days following the Contract Award.
- 7.2.2 Contractor shall conform to all applicable federal, State and local regulations, including, but not limited to, the Airport Rules and Regulations, Federal Aviation Administration (FAA) circulars, Transportation Security Administration (TSA) guidelines and requirements, and California Labor Codes.
- 7.2.3 Contractor shall continuously monitor and keep the Work site and adjacent Airport Operations Area (AOA) free of Foreign Object Debris (FOD). Contractor shall remove all waste material resulting from its work on a daily basis, or more frequently if requested by the Airport. All waste material shall be disposed of at a properly-licensed disposal facility.
- 7.2.4 Contractor's on-site supervisors and employees shall be issued and shall wear SIDA badges provided by the Airport. The exact number or ratio of employees that must be badged will be determined by the Airport with input from the Contractor. Contractor shall be responsible for covering the associated costs to obtain SIDA badge, including the cost of security clearance and background. For current cost information or information



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

related to requirements for obtaining a SIDA badge, Contractor may contact the Long Beach Airport Access Control Office at 562-570-2618.

7.2.4.1 All supervisors and employees requiring a badge shall be required to attend an orientation-training seminar presented by Airport Access Control and Badging. All required forms must be completed for each employee and submitted to the Airport at least two (2) weeks prior to taking the orientation-training seminar in order to obtain a security badge. Contractor shall maintain a master list of personnel with badges and shall make that list available to the Airport during working hours. All badged staff shall wear the badge on their outermost garment at all times when working in the Security Identification Display Area.

### 7.3 City Inspections

For all work performed under this Contract, the City reserves the right to make inspections and perform tests whenever necessary to ascertain that the requirements of this Contract are being fulfilled. Deficiencies noted shall be promptly corrected at the Contractor's sole expense.

The City also reserves the right to request and receive copies of all work tickets relative to any work performed under this Contract, and require that Contractor's personnel report in with Airport-designated staff before and after any work is performed.

### 7.4 Confidential Information

All materials, information and data prepared, developed, or assembled by the Contractor in connection with the Contract services, including, but not limited to, maintenance logs, schedules, estimates, calculations, studies, maps, graphs, flash drives, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, memoranda, and other documents or correspondence shall be deemed confidential and shall not be re-transmitted without the express written consent of the Airport Director.

Any and all data deemed to be Sensitive Security Information (SSI) by the City or the TSA shall be controlled under 49 CFR parts 15 and 1520. No part of the SSI may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For United States government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.



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

## 7.5 Payment

### 7.5.1 Regularly-Scheduled Preventative Maintenance

Payment for regularly-scheduled preventative maintenance shall be made on a monthly basis at the monthly base service Contract price. The amount shall include labor, travel, equipment, logs, reports, plans, and all work associated with the regularly-scheduled preventative maintenance.

### 7.5.2 Emergency "On-Call" Services

Labor for emergency services shall be paid for at the rates established in the Contract. All proposed rates are subject to negotiation prior to inclusion into the Contract. The Awarded Contractor may be required to submit certified payroll and audited overhead statements.

### 7.5.3 Parts, Tools, and Equipment

Contractor shall be reimbursed for the cost of parts that have been approved by the Airport to be purchased or supplied by Contractor, plus a markup of not more than 10%. A markup will not be allowed on shipping or handling.

It is assumed that the experienced Contractor will have all tools and equipment necessary to complete the work under this Contract and no additional payment will be made for the use of tools or equipment required and utilized in performance of the work.

## 7.6 Airport Terminal Area Improvement Program

Contractor shall acknowledge and be capable of adjusting to the Airport Terminal Area Improvement Program. Projects under this program are expected to occur within the next five (5) years and will have major impacts to the operations and layout of the terminal area, including the existing BHS. Contractors shall refer to Section 1 - Overview, for potential projects.

Contractor shall be capable of maintaining any interim systems or changes to the existing system during construction projects, maintaining any new systems or additions to the existing system, and providing support in the development of projects that may impact the BHS.



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

## 8. WARRANTY/MAINTENANCE AND SERVICE

Please refer to Section 3 - Scope of Work and Section 7 - Project Specifications.

## 9. COMPANY BACKGROUND AND REFERENCES

### 9.1 Primary Contractor Information

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

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>). See **Attachment F**.
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:
  - a) Financial Statement or Annual Report;
  - b) Business tax return;
  - c) Statement of income and related earnings;
  - d) Statement of Changes in financial position;
  - e) Letter from the proposer's banking institution;
  - f) Statement from a certified public accounting firm.

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The



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

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

## 9.2 Subcontractor Information

### 9.2.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

If "Yes", Contractor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

## 9.3 References

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

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



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

#### 9.4 Business License

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

For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

### 10. COST

Contractors shall use the templates provided in **Exhibit E** as guidelines for submitting their cost proposal. Categories and figures listed in these templates are provided as examples only.

Consistent with Section 4.10, the cost proposal shall be uploaded and submitted as a separate document and shall include the following:

#### 10.1 Table 1 – Annual Cost for Base Services

Contractor shall provide the proposed annual cost for base services for each year of the Contract term. The amount shall be inclusive of all labor, travel, equipment, logs, reports, plans, and all work associated with the regularly-scheduled maintenance services of the Airport Baggage Handling System (BHS). The negotiated and accepted annual cost for base services shall be paid to the Awarded Contractor on a monthly basis in the applicable year. Monthly payment amounts shall be fixed amounts and are not subject to any price escalation.

#### 10.2 Table 2 – Details of Base Services Cost

Contractor shall provide a detailed breakdown of the proposed annual cost for base services, which will include proposed on-site staff and specific categories of cost such as materials, equipment, subcontractors, services, support, overhead, and profit.

#### 10.3 Table 3 – Weekly Schedule of On-Site Staff

Contractor shall provide a proposed schedule for on-site staff covered by the annual cost of base services. The negotiated and accepted on-site staff schedule shall be used as a general overview of on-site staff coverage and the normal hours of operations for BHS maintenance.



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

#### 10.4 Table 4 – Hourly Rates for “On-Call” Services

Contractor shall provide hourly rates for additional “on-call” services that may be requested by the Airport during emergencies, after normal operating hours, or other uncommon events. Hourly rates shall be fixed and inclusive of all cost to perform the requested work.

### 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 Contractor is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

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

12.2 Access to Contractor’s Records – The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

12.3 Americans with Disabilities Act – The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 (“ADA”), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).



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

- 12.5 Compliance with Copeland "Anti-Kickback" Act – The Awarded Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace – The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency – The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation – The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database ([www.sam.gov](http://www.sam.gov)).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or





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

subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).

- 12.13 National Preservation Acts – The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Opportunity Employment,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.
- 12.15 Patent Rights – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department’s project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with “Government Patent Policy” and 37 CFR Part 401.
- 12.16 Payments, Reports, Records, Retention and Enforcement – The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after



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

City makes final payment to the Awarded Contractor and all other pending matters are closed.

- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: “This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA’s Grant Programs Directorate or the U.S. Department of Homeland Security.”
- 12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

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

- 13.1 This contract will be for a period of 36 months with two annual renewal options at the discretion of the City. The contract term will not exceed 60 months.
- Labor price increases will not be allowed during the initial thirty-six (36) month period. Prices shall remain firm for the duration of the Contract. Price changes after the base period shall be negotiated. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.
- 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.



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

- 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.



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

- 13.15 Proposal will become public record after staff proposes an award to a contractor unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.



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

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

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

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



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

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.



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

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."

**13.28 CALIFORNIA WAGE RATE REQUIREMENTS:** Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work. This project will be subject the **2017-2 prevailing wage** determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors, shall pay to all workers in the performance of the Work not less than the prevailing rate of wages needed to execute the contract. Copies of schedules of prevailing wage rates may be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. Bidders are directed to Section 7-2, "Labor," of the Standard Specifications, and to Division H, Subsection 7-2.2, "Prevailing Wages," for requirements concerning payment of prevailing wages, payroll records, and hours of labor. [California Labor Code Section 1773.2] [LBMC 2.87.120]

**13.29 DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE:** This project is a public work and subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.



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

- 13.30 CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH:** Each contractor and every lower-tier subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system. Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software. This requirement will be a 'flow-down' requirement to every lower-tier subcontractor and vendor required to provide labor compliance documentation.



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

## Attachment A

### CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

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

SIGNATURE \_\_\_\_\_

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

#### EXCEPTION SUMMARY FORM

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



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

## **Attachment B**

### **PRO-FORMA AGREEMENT**

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

AGREEMENT

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

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

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

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

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

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A-2", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_), at the rates or charges shown in Exhibit "A-2".

B. City shall pay Contractor in due course of payments following receipt from Contractor and approval by City of invoices showing the services or

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

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

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

27 E. Contractor must adopt reasonable methods during the life of  
28 the Agreement to furnish continuous protection to the work, and the equipment,

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

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

8 2. TERM. The term of this Agreement shall commence at midnight on  
9 \_\_\_\_\_, and shall terminate at 11:59 p.m. on \_\_\_\_\_, unless  
10 sooner terminated as provided in this Agreement, or unless the services or the Project is  
11 completed sooner.

12 3. COORDINATION AND ORGANIZATION.

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

21 B. The parties acknowledge that a substantial inducement to City  
22 for entering this Agreement was and is the reputation and skill of Contractor's key  
23 employee, \_\_\_\_\_. City shall have the right to approve any person  
24 proposed by Contractor to replace that key employee.

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

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

9 5. INSURANCE.

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

15 i. Commercial general liability insurance or self-insurance  
16 equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of**  
17 **Long Beach, and their officials, employees, and agents** as additional  
18 insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from  
19 and against claims, demands, causes of action, expenses, costs, or liability  
20 for injury to or death of persons, or damage to or loss of property arising out  
21 activities performed by or on behalf of the Contractor in an amount not less  
22 than Five Million Dollars (US \$5,000,000) per occurrence and Five Million  
23 Dollars (US \$5,000,000) in general aggregate. This coverage should not  
24 exclude claims involving sudden and accidental pollution or explosion,  
25 collapse, or underground (XCU) perils.

26 ii. Workers' compensation coverage as required by the  
27 Labor Code of the State of California and Employer's liability insurance with  
28 minimum limits of One Million Dollars (US \$1,000,000) per accident or

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occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach, and their officials, employees, and agents.**

iii. Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000) combined single limit (CSL) covering Symbol 1 ("Any Auto").

B. 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 their 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.

C. 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.

D. Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability



1 relating to performance under this Agreement. City reserves the right to require  
2 complete certified copies of all said policies at any time. Any modification or waiver  
3 of the insurance requirements herein shall be made only with the approval of City  
4 Risk Manager. The procuring of insurance shall not be construed as a limitation on  
5 liability or as full performance of the indemnification provisions of this Agreement.

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

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

27 8. MATERIALS. Contractor shall furnish all labor and supervision,  
28 supplies, materials, tools, machinery, equipment, appliances, transportation and services

1 necessary to or used in the performance of Contractor's obligations under this Agreement,  
2 except as stated in Exhibit "C".

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

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

24           11. CONFIDENTIALITY. Contractor shall keep all Data confidential and  
25 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
26 performing its services, during the term of this Agreement and for five (5) years following  
27 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
28 all information, whether written, oral or visual, obtained by any means whatsoever in the

1 course of performing its services for the same period of time. Contractor shall not disclose  
2 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
3 of others except for the purpose of this Agreement.

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

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

24 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
25 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
26 amounts the payment of which may be in dispute or that are necessary to compensate the  
27 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
28 which the City may be liable to third parties, by reason of Contractor's acts or omissions in

1 performing or failing to perform Contractor's obligations under this Agreement. In the event  
2 that any claim is made by a third party, the amount or validity of which is disputed by  
3 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
4 City may withhold from any payment due, without liability for interest because of the  
5 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
6 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
7 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

25 17. PREVAILING WAGES.

26 A. Consultant agrees that all public work (as defined in California  
27 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
28 Work"), if any, shall comply with the requirements of California Labor Code sections

1 1770 *et seq.* City makes no representation or statement that the Project, or any  
2 portion thereof, is or is not a “public work” as defined in California Labor Code  
3 section 1720.

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

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

18 19. INDEMNITY.

19 A. Consultant shall indemnify, protect and hold harmless City, its  
20 Boards, Commissions, and their officials, employees and agents (“Indemnified  
21 Parties”), from and against any and all liability, claims, demands, damage, loss,  
22 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
23 costs and expenses, including attorneys’ fees, court costs, expert and witness fees,  
24 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
25 in part, out of or in connection with (1) Consultant’s breach or failure to comply with  
26 any of its obligations contained in this Agreement, including all applicable federal  
27 and state labor requirements including, without limitation, the requirements of  
28 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,

1 omissions or misrepresentations committed by Consultant, its officers, employees,  
2 agents, subcontractors, or anyone under Consultant's control, in the performance  
3 of work or services under this Agreement (collectively "Claims" or individually  
4 "Claim").

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

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

19 D. The provisions of this Section shall survive the expiration or  
20 termination of this Agreement.

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

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

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

2           22. NONDISCRIMINATION.

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

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

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

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

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

27           C. If the Consultant fails to comply with the EBO, the City may  
28 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or

1 to become due under the Agreement may be retained by the City. The City may  
2 also pursue any and all other remedies at law or in equity for any breach.

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

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

11 24. NOTICES. Any notice or approval required by this Agreement shall  
12 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
13 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
14 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
15 to the City Clerk at the same address. Notice of change of address shall be given in the  
16 same manner as stated for other notices. Notice shall be deemed given on the date  
17 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

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



OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 Agreement shall not constitute a waiver of any other or subsequent breach of this  
2 Agreement.

3 27. CONTINUATION. Termination or expiration of this Agreement shall  
4 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
5 18, 21 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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

26 (NAME OF CONTRACTOR)  
27 \_\_\_\_\_, 20\_\_\_\_ By \_\_\_\_\_  
28 \_\_\_\_\_ Name \_\_\_\_\_

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lona Beach, CA 90802-4664

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Title \_\_\_\_\_

\_\_\_\_\_, 20\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

“Contractor”

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 20\_\_

By \_\_\_\_\_

City Manager

“City”

This Agreement is approved as to form on \_\_\_\_\_, 20\_\_.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_

Deputy



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

## Attachment C

### Statement of Non-Collusion

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

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

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

---

Authorized Signature & Date

---

Print Name & Title



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

## Attachment D

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

r20141001



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

## **Acceptance of Certification**

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

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

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

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

Rev 12.11.13



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

## **Attachment E**

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

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

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

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



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

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

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>
<b>See Specific Instructions on page 2.</b>	<p><b>2</b> Business name/disregarded entity name, if different from above</p>
<b>See Specific Instructions on page 2.</b>	<p><b>3</b> Check appropriate box for federal tax classification; check <u>only one</u> of the following seven boxes:</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC              <input type="checkbox"/> C Corporation              <input type="checkbox"/> S Corporation              <input type="checkbox"/> Partnership              <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____       </p>
<b>See Specific Instructions on page 2.</b>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):          Exempt payee code (if any) _____          Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small></p>
<b>See Specific Instructions on page 2.</b>	<p><b>5</b> Address (number, street, and apt., or suite no.) _____          Requester's name and address (optional) _____</p>
<b>See Specific Instructions on page 2.</b>	<p><b>6</b> City, state, and ZIP code _____</p>
<b>See Specific Instructions on page 2.</b>	<p><b>7</b> List account number(s) here (optional) _____</p>

<p><b>Part I Taxpayer Identification Number (TIN)</b></p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.</p> <p><small>Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 40%; text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 10px; height: 15px;"></td> <td style="border: 1px solid black; width: 10px; height: 15px;"></td> <td style="border: 1px solid black; width: 10px; height: 15px;"></td> <td style="border: 1px solid black; width: 10px; height: 15px;"></td> <td style="border: 1px solid black; width: 10px; height: 15px;"></td> <td style="border: 1px solid black; width: 10px; height: 15px;"></td> <td style="border: 1px solid black; width: 10px; height: 15px;"></td> <td style="border: 1px solid black; width: 10px; height: 15px;"></td> <td style="border: 1px solid black; 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**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1093 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

**By signing the filled-out form, you:**

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



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

## Attachment F

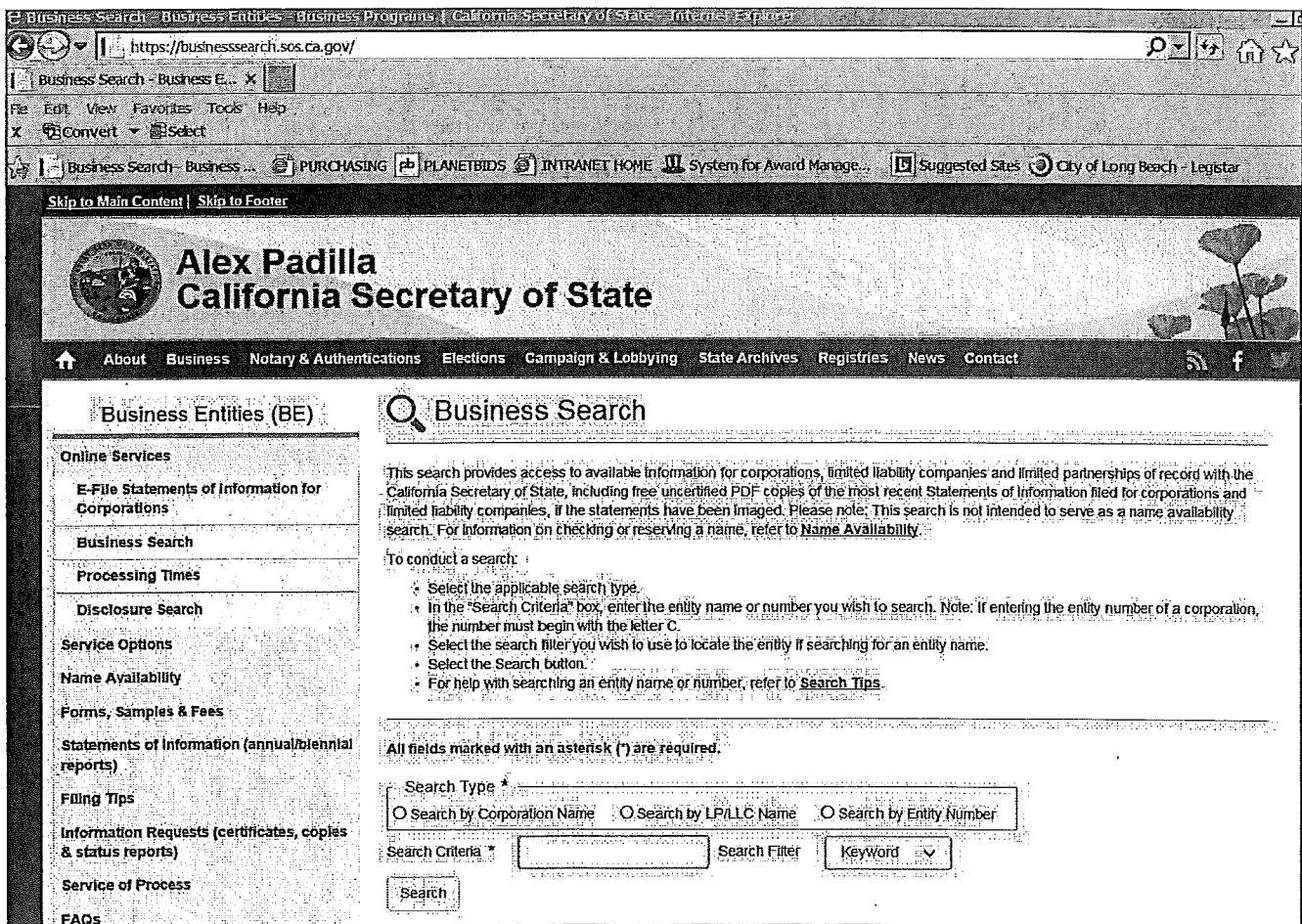
### Secretary of State Certification

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

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

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

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







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

## **Attachment G**

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

## EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

### The EBO is applicable to the following employers:

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

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

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

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

### Compliance with the EBO

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

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_

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

**Section 1. CONTRACTOR/VENDOR INFORMATION**

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

**Section 2. COMPLIANCE QUESTIONS**

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

**Section 3. PROVISIONAL COMPLIANCE**

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

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

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

\_\_\_\_\_ Yes \_\_\_\_\_ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

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

1 ORDINANCE NO. ORD-09-0036

2  
3 AN ORDINANCE OF THE CITY COUNCIL OF THE  
4 CITY OF LONG BEACH AMENDING THE LONG BEACH  
5 MUNICIPAL CODE BY ADDING CHAPTER 2.73  
6 ESTABLISHING AN "EQUAL BENEFITS ORDINANCE"  
7 REQUIRING CONTRACTORS ON CITY CONTRACTS TO  
8 PROVIDE EMPLOYEE BENEFITS TO THEIR EMPLOYEES  
9 WITH DOMESTIC PARTNERS EQUIVALENT TO THOSE  
10 PROVIDED TO THEIR EMPLOYEES WITH SPOUSES

11  
12 WHEREAS, employee benefits comprise a significant portion of total  
13 employee compensation; and

14 WHEREAS, discrimination in the provision of employee benefits between  
15 employees with domestic partners and employees with spouses results in unequal pay  
16 for equal work; and

17 WHEREAS, the City of Long Beach prohibits discrimination based on  
18 marital status and/or sexual orientation; and

19 WHEREAS, contractors with the City of Long Beach are required to comply  
20 with the City's nondiscrimination laws; and

21 WHEREAS, the City Council finds and determines that the public, health,  
22 safety and welfare will be furthered by requiring that public funds be expended in such a  
23 manner as to prohibit discrimination in the provision of employee benefits by City  
24 contractors between employees with spouses and employees with domestic partners,  
25 and between domestic partners and spouses of such employees;

26 NOW, THEREFORE, the City Council of the City of Long Beach ordains as  
27 follows:

28 ///

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

3   Chapter 2.73

4                   EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS

5  
6           2.73.010    Title and purpose.

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

14  
15           2.73.020    Definitions.

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

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

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

28    ///

1           2.73.030   Contractors subject to requirements.

2           A.     The following contractors are subject to this Chapter:

3                   1.     For-profit entities which enter into an agreement with  
4           the City for public works or improvements to be performed, or for goods or  
5           services to be purchased, for an amount of One Hundred Thousand Dollars  
6           (\$100,000) or more; and

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

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

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

25  
26           2.73.040   Non-discrimination in provision of benefits.

27                  A.     No contractor subject to this Chapter pursuant to Section  
28          2.73.030 shall discriminate in the provision of bereavement leave, family



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

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

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

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

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

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

1 equivalent benefits; or

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

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

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

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

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

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

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

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

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

13 D. Employers subject to this Chapter pursuant to Section  
14 2.73.030 shall give written notification to each current and new employee of  
15 his or her potential rights under this Chapter in a form specified by the City.  
16 Such notice shall also be posted prominently in areas where it may be seen  
17 by all employees.

18  
19 2.73.050 Required contract provisions.

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

27 ///

28 ///

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

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

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

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

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

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

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

20  
21 2.73.070 Retaliation and discrimination prohibited.

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

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

1 enforcement of this Chapter.

2  
3 2.73.080 Employee complaints to City.

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

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

10 C. Any complaints received shall be treated as confidential  
11 matters, to the extent permitted by law. Any complaints received and all  
12 investigation documents related thereto shall be deemed exempt from  
13 disclosure pursuant to California Government Code Sections 6254 and  
14 6255.

15  
16 2.73.090 Remedies.

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

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

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

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

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

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

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

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

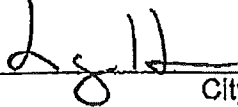
Section 2. The City Clerk shall certify to the passage of this ordinance by the City Council and cause it to be posted in three (3) conspicuous places in the City of Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the Mayor.

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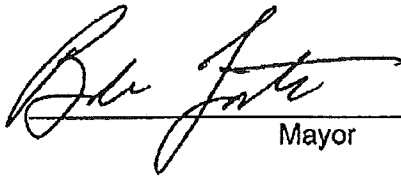
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I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of December 8, 2009, by the following vote:

Ayes: Councilmembers: Garcia, Lowenthal, DeLong,  
O'Donnell, Schipske, Andrews,  
Reyes Uranga, Gabelich, Lerch.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Noes: Councilmembers: None.  
\_\_\_\_\_  
\_\_\_\_\_  
Absent: Councilmembers: None.  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
City Clerk

Approved: 12/11/09  
\_\_\_\_\_  
(Date)

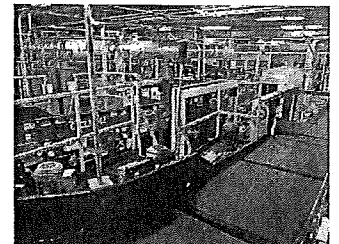
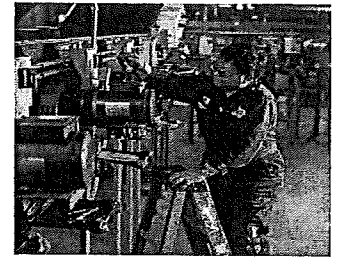
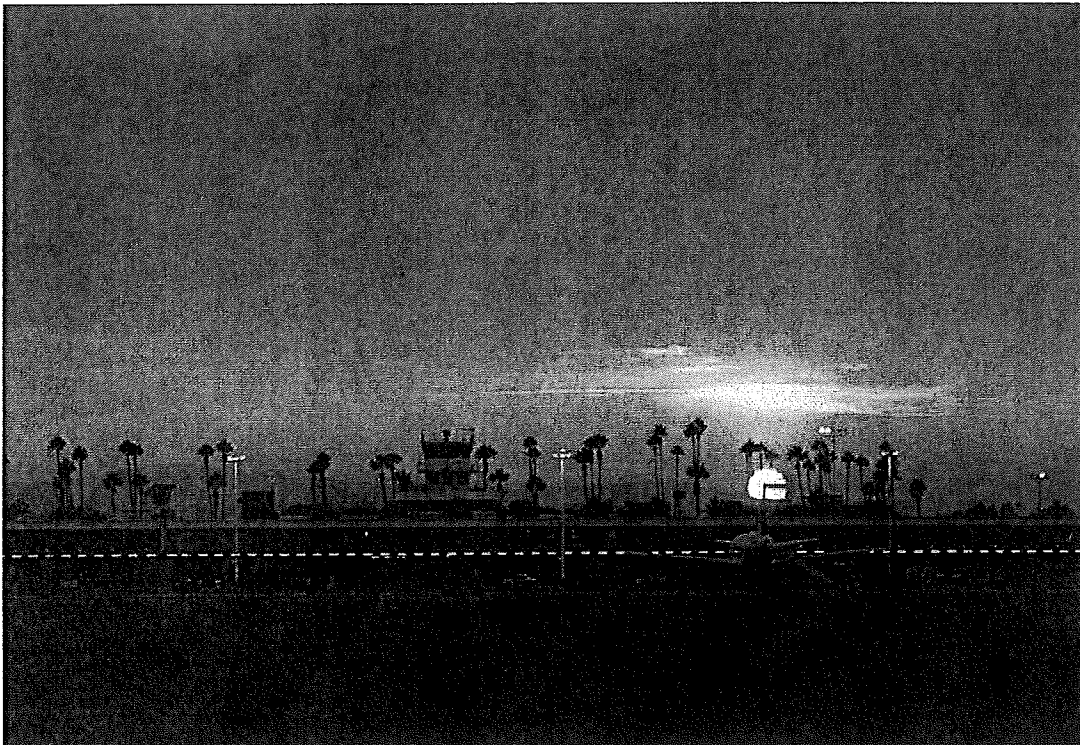
  
\_\_\_\_\_  
Mayor

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



**EXHIBIT "B"**  
**Elite Line Services**  
**Cost Proposal**

**REQUEST FOR PROPOSAL NUMBER AP18-035  
FOR  
BAGGAGE HANDLING SYSTEM MAINTENANCE**



**PRICE PROPOSAL**

**DAIFUKU** | Daifuku Airport Technologies  
ELITE LINE SERVICES

Daifuku Airport Technologies | [www.DaifukuATec.com](http://www.DaifukuATec.com)  
BCS Group | Daifuku Logan | Elite Line Services | Jervis B. Webb | Logan Teleflex

1505 Luna Road, Suite 100 | Carrollton, TX 75006 | Phone: (972) 389-6263  
[www.EliteLineServices.com](http://www.EliteLineServices.com)

**SECTION 10: PRICE PROPOSAL**



Table 1 - Annual Cost for Base Services

Year 1	Year 2	Year 3	Total Proposed Cost
\$ 710,542.10	\$724,752.94	\$739,248.00	\$ 2,174,543.04

Table 2 - Details of Base Services Cost

Staff / Item	Year 1	Year 2	Year 3	Total Proposed Cost	Percentage of Total
On-site Technician #1	\$207,995.15	\$212,155.05	\$ 216,398.15	\$ 636,548.35	29.273%
On-site Technician #2	\$ 197,011.87	\$200,952.11	\$ 204,971.15	\$ 602,935.13	27.727%
On-site Technician #3	\$ 197,011.87	\$200,952.11	\$ 204,971.15	\$ 602,935.13	27.727%
Materials & Equipment	\$ 3,300.00	\$ 3,366.00	\$ 3,433.32	\$ 10,099.32	0.464%
Subcontractors	\$ 16,964.00	\$ 17,303.28	\$ 17,649.35	\$ 51,916.63	2.387%
Other Services & Support	\$ 17,205.00	\$ 17,549.10	\$ 17,900.08	\$ 52,654.18	2.421%
Overhead & Profit	\$ 71,054.21	\$ 72,475.29	\$ 73,924.80	\$ 217,454.30	10.000%
<b>Total Costs</b>	<b>\$710,542.10</b>	<b>\$724,752.94</b>	<b>\$ 739,248.00</b>	<b>\$ 2,174,543.04</b>	<b>100.000%</b>

Table 3 - Weekly Schedule of On-Site Staff

Onsite Staff	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Hr/Wk
Lead Technician	0430-1300	0430-1300	0430-1300	0430-1300			0430-1300	40
Technician	1300-2130	0900-1730			1300-2130	1300-2130	1300-2130	40
Technician		1300-2130	1300-2130	1300-2130	0430-1300	0430-1300		40

Table 4 - Hourly Rates for "On-Call" Services

"On-Call" Services	Description	Hourly Rates
Additional Technicians for Emergency Work	Additional Technicians as requested by Airport for performance of emergency work during normal operating hours (typically after 4:00 AM and before 10:00PM)	\$ 174.22
Afterhours Emergency Work	Emergency work requested by Airport and performed after normal operating hours (typically after 10:00 PM and before 4:00 AM)	\$ 251.65

**EXHIBIT "C"**

**Airport Coordinator:**

**Scott Garrett**

**Facilities Management Officer**

**EXHIBIT "D"**  
**Materials: None**

# EXHIBIT “E”

Consultant’s Key Employee:

Daniel Munoz