

AGREEMENT

36446

THIS AGREEMENT is made and entered, in duplicate, as of October 10, 2022, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 4, 2022, by and between INTEGRATED CRYOGENIC SOLUTIONS, LLC, a California limited liability company ("Contractor"), with a place of business at 27710 Jefferson Avenue, Suite 301, Temecula, California 92590, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with decommissioning, tank removal and site restoration of the Liquefied Natural Gas (LNG) station at the Fleet Services Bureau facility site, located at 2600 Temple Avenue, Long Beach, California. ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals ("RFP") FS 22-051, 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 Four Hundred Three Thousand Three Hundred Thirty-Seven Dollars (\$403,337), at the rates or charges

1 shown in Exhibit "B".

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

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

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

1 from the City.

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

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

11 2. TERM. The term of this Agreement shall commence at midnight on  
12 October 15, 2022 and shall terminate at 11:59 p.m. on October 14, 2023, unless sooner  
13 terminated as provided in this Agreement, or unless the services or the Project is  
14 completed sooner.

15 3. COORDINATION AND ORGANIZATION.

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

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

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

13                   5.     INSURANCE.

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

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

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

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

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

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

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

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

1 insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

21 17. WORK DAY. Contractor shall comply with Sections 1810 through  
22 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a  
23 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by  
24 Contractor or any subcontractor for each calendar day such worker is required or  
25 permitted to work more than eight (8) hours unless that worker receives compensation in  
26 accordance with Section 1815.

27 18. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.  
28 Contractor is advised that this work constitutes a public work of improvement subject to

California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5, §§1720-1861. Pursuant to Labor Code Section 1771.1. Contractor or subcontractors shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public contract Code, or engage in the performance of any contract for public work, as defined in the California Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Contract (or associated subcontracts) shall not be entered into without proof of the Contractor's (or subcontractor's) current registration to perform public work pursuant to Section 1725.5. All work conducted in support of this public work of improvement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor will abide by all applicable apprenticeship requirements in the California Labor Code Section 1777.5 and will be responsible for subcontractor apprenticeship compliance to the same.

19. PREVAILING WAGE RATES. Contractor is directed to pay the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract (prevailing wage rates). Copies of the current prevailing rate of per diem wages are on file at its principal office (Labor Compliance Division, 411 W. Ocean Boulevard, 6th Floor, Long Beach, California, 90802), and shall be made available to any interested party upon request. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Pursuant to Section 1775, Contractor shall forfeit, as a penalty to the City, up to Two Hundred Dollars (\$200) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, that such laborer, worker or mechanic is paid less than the prevailing wage rates for any work done by Contractor, or any subcontractor, under this Contract. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

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20. CERTIFIED PAYROLL RECORDS.

(a) Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such records to City or City's authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.

(b) Contractor shall submit to the City certified payroll records for Contractor and all subcontractors performing any portion of the work under this Contract on a monthly basis. Certified payroll records for Contractor and all subcontractors shall be maintained during the course of the work and shall be kept by Contractor for up to three (3) years after completion of the work.

(c) The foregoing is in addition to, and not in lieu of, any other requirements or obligations established and imposed by any department of the City with regard to submission and retention of certified payroll records for Contractor and subcontractors.

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

22. INDEMNITY.

A. 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 Agreement, 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 Agreement (collectively "Claims" or individually "Claim").

B. 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.

C. 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.

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

23. FORCE MAJEURE. If any party fails to perform its obligations

1 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
2 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
3 governmental regulations, governmental controls, judicial orders, enemy or hostile  
4 governmental action, pandemic, civil commotion, fire or other casualty, or other causes  
5 beyond the reasonable control of the party obligated to perform, then that party's  
6 performance will be excused for a period equal to the period of such cause for failure to  
7 perform.

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

10 25. NONDISCRIMINATION.

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

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

24 A. During the performance of this Agreement, the Contractor  
25 certifies and represents that the Contractor will comply with the EBO. The  
26 Contractor agrees to post the following statement in conspicuous places at its place  
27 of business available to employees and applicants for employment:  
28

1           “During the performance of a contract with the City of Long Beach, the  
2 Contractor will provide equal benefits to employees with spouses and its  
3 employees with domestic partners. Additional information about the City of  
4 Long Beach’s Equal Benefits Ordinance may be obtained from the City of  
5 Long Beach Business Services Division at 562-570-6200.”

6           B.     The failure of the Contractor to comply with the EBO will be  
7 deemed to be a material breach of the Agreement by the City.

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

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

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

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

27           28.    COPYRIGHTS AND PATENT RIGHTS.

28           A.     Contractor shall place the following copyright protection on all

1 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

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

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

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

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

26 31. CONTINUATION. Termination or expiration of this Agreement shall  
27 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled  
28 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Certified Payroll



Records", "Indemnity", and "Audit" prior to termination or expiration of this Agreement.

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

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

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

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

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

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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.

INTEGRATED CRYOGENIC SOLUTIONS,  
LLC, a California limited liability company

December 5, 2022

By P. V. N.  
Name PETER WAGNER  
Title CEO + PRESIDENT

December 5, 2022

By Mark Gaines  
Name Mark Gaines  
Title EVP Finance & CFO

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

December 12, 2022

By Linda F. Jatum  
City Manager

"City"

This Agreement is approved as to form on December 13th, 2022.

CHARLES PARKIN, City Attorney

By Charles Parkin  
Deputy

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

# **EXHIBIT “A-1”**

**Request for Proposal "RFP" FS 22-051**

# City of Long Beach

Request for Proposals Number FS 22-051  
LNG Station Decommissioning, Tank Removal  
and Site Restoration



## Overview

### Summary

The City of Long Beach Fleet Services is soliciting proposals for the decommissioning and removal of the Liquefied Natural Gas (LNG) station and site restoration at their facility on 2600 Temple Avenue, Long Beach, CA 90802. The selected vendor will need to submit and cover fees for any required permits to complete the work. The selected vendor shall minimize disruptions of the Fleet operations yard while this project is being completed.

### Key Dates

Release Date: April 21, 2022

Mandatory Pre-Proposal Meeting/Job Walk:  
May 10, 2022 at 2:00 PM – 3:00 PM PDT

**You are required to attend the Mandatory Meeting. Fail to attend you will not be able to submit a proposal. The meeting will be outside, masks are optional.**

Questions Due to the City: May 18, 2022 by 11:00 am  
Responses from the City: May 25, 2022

Proposals Due: June 2, 2022 by 11:00 am

### Proposal Information

Instructions for what to include in your proposal and how to submit it are detailed in Section 4.

Proposals must be submitted electronically via the City's PlanetBids portal, available at <https://pbsystem.planetbids.com/portal/15810/portal-home>.

### RFP Official Contact

Michelle King  
[rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov)

*All communication with the City related to this RFP must be directed to the contact listed above.*

# Contents

- 1 The Opportunity
  - 1.1 Project Summary
  - 1.2 Background
  - 1.3 Goals
  - 1.4 Award Terms
- 2 Scope of Work
  - 2.1 Description of Services
  - 2.2 Performance Metrics & Contract Management
    - 2.2.1 Performance Metrics
    - 2.2.2 Contract Management
    - 2.2.3 Contract Payment
- 3 How We Choose
  - 3.1 Minimum Qualifications
  - 3.2 Evaluation Criteria
  - 3.3 Selection Process & Timelines
- 4 Proposal Instructions & Content
  - 4.1 Proposal Timelines & Instructions
  - 4.2 Proposal Content
  - 4.3 Narrative Proposal Template
- 5 Terms & Conditions
  - 5.1 Acronyms/Definitions
  - 5.2 Solicitation Terms & Conditions
  - 5.3 Contract Terms & Conditions
  - 5.4 Additional Requirements
  - 5.5 Protest Procedures

## The Opportunity

### 1.1 Project Summary

The City of Long Beach Fleet Services is soliciting proposals for the decommissioning and removal of the Liquefied Natural Gas (LNG) station and site restoration at their facility on 2600 Temple Avenue, Long Beach, CA 90806. The selected vendor will need to submit and cover fees for any required permits to complete the work. The selected vendor shall minimize disruptions of the Fleet operations yard while this project is being completed.

### 1.2 Background

Under current operations, motor vehicles and miscellaneous items become wrecked, obsolete, or replaced based on specific criteria. City assets must be sold by competitive bid and auctions are a preferred means of disposing of surplus assets.

### 1.3 Goals

The goal is to maximize the return of funds to the City through public sales of the City's surplus property.

### 1.4 Award Terms

This contract will be a one-time project.

## 2 Scope of Work

### 2.1 Description of Services

The Contractor shall provide all necessary permits, labor, material and required equipment to remove the following aboveground storage tanks and site restoration per Federal, State local requirements.

Contractor shall assign a sufficient number of employees to perform the required services. Contractor shall assign a project manager, and a designated alternate, to act as a liaison for the Contractor. The contract project manager and designated alternate shall have full authority to act on behalf of the Contractor in all matters related to the daily operation of the contract. Contractor shall ensure a high standard of conduct by its personnel, including compliance at all times with any applicable State and Federal regulations.

## Description – Aboveground Storage Tank (AST) Removal

The project includes removal of the aboveground storage tanks (ASTs), concrete pads, brick wall surrounds, pumps and fuel monitoring panel and other associated equipment, wiring and conduit. Conduit that goes underground should be terminated at least two (2) inches below grade and patched back. The fuel management system will be removed and returned to Fleet Services Bureau for storage. Based upon available information, the LNG station was installed in 2007. The ASTs are as follows:

Tank ID	Tank Size	Contents	Product Volume
1	16,300 gallons	Liquefied Natural Gas	Varies
2	16,300 gallons	Liquefied Natural Gas	Varies

## Description – Site Restoration

The site shall be restored, at a minimum, as follows:

- 1) Concrete slab patch back will be as follows:
  - i) Pour depth eight (8) inches
  - ii) Concrete:  $f_c=4,000$ lbs. Ultimate compressive strength in 28 days
  - iii) Structural Reinforcement: #5 Grade-60 Rebar, twelve (12) Inches On Center each way, single mat. The Rebar shall be doweled into the existing concrete.
  - iv) Construction joints shall be cut as soon as practical but no later than twelve (12) hours after pouring concrete

All excavations shall be backfilled with pea rock. The concrete slab will be eight (8) inches with #4 rebar one (1) foot on center. The rebar will be doweled into the existing concrete. The concrete shall be poured at a 3,000 PSI mix.

\*The aboveground storage tanks, pumps and Northstar fuel monitoring system will be made available to the selected proposer for credit towards this project. Project cost (less equipment credit) will be factored into the award.

## 2.2 Performance Metrics & Contract Management

### 2.2.1 Performance Metrics

The table below highlights the targets that will be tracked and reviewed collaboratively with the awarded contractor during the contract. This list is an indication of the performance metrics of interest to the City and is not exhaustive or final. As a part of a response to this RFP, Proposers may propose additional or alternative performance metrics to be tracked on a regular basis. The final set of performance metrics and frequency of collection will be negotiated by the successful Proposer and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

METRIC	DESCRIPTION	TARGET	DATA SOURCE
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Meet the milestones indicated in project timeline	Decommissioning of LNG station, tank removal and site restoration	Project completion within 16 weeks
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### 2.2.2 Contract Management

The awarded Contractor shall meet with the designated City contract manager to review the contract and expectations in a kickoff meeting. The Contractor will continue to meet with the designated City contract manager on an as-needed basis to continue facilitating communication and performance evaluation.

Performance issues will be documented with the City's Purchasing division and could lead to termination of contract.

### 2.2.3 Contract Payment – This section is not applicable.

## 3 How We Choose

### 3.1 Minimum Qualifications

- Contractor must have a State of California Contractor's License
  - CSLB General A with HAZ
- A list of at least five (5) tank removal projects (1,000 gallons or more) that the proposer has completed within the last three (3) years
- A list of claims or actual lawsuits for past projects within the last three (3) years
- Copies of all licenses, permits, and bond shall be submitted with Proposal. Failure to submit copies of required documents may cause the City to deem the Proposal as non-responsive.

### 3.2 Evaluation Criteria

Proposals shall be consistently evaluated based upon the following criteria:

<b>CRITERIA</b>
1. Organizational Capacity & Experience <ul style="list-style-type: none"> <li>• Demonstrated competence</li> <li>• Experience in performance of comparable engagements</li> <li>• Expertise and availability of key personnel</li> <li>• Financial stability</li> <li>• Conformance with the terms of this RFP</li> </ul>
2. Reasonableness of Cost

### 3.3 Selection Process & Timelines

<b>EVALUATION STAGE</b>	<b>ESTIMATED DATE</b>	<b>DESCRIPTION</b>
Evaluation of Narrative & Cost Proposals	June 20, 2022	<ul style="list-style-type: none"> <li>An Evaluation Committee will review Narrative &amp; Cost Proposals to select the proposal that best meets the needs of the City.</li> <li>Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 3.2.</li> </ul>
Potential Interviews/ Demos	TBD	<ul style="list-style-type: none"> <li>The City may interview or request demos from none, one, some or all Proposers.</li> </ul>
Negotiation & Contractor Selection	TBD	<ul style="list-style-type: none"> <li>Selected Contractor(s) will be notified in writing.</li> <li>Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.</li> <li>Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached.</li> </ul>
Estimated Contract Execution	TBD	
Proposer Debrief	After Contractor is Selected	<ul style="list-style-type: none"> <li>Successful and unsuccessful Proposers are encouraged to request phone call or in person meeting with the City to discuss the strengths and weaknesses of their proposal. The intent of the debrief is to provide the Proposer with constructive feedback to equip them with information to effectively meet the City's needs and be successful in future proposals.</li> </ul>

## 4 Proposal Instructions & Content

### 4.1 Proposal Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	4/20/22	
Mandatory Pre-Proposal Meeting/Job Walk	2:00 pm May 10, 2022	<ul style="list-style-type: none"> <li>Fleet Services 2600 Temple Ave., Long Beach, CA 90806</li> <li>Failure you to attend this, your company will not be allowed to submit a proposal for this project.</li> <li><b>MASKS ARE OPTIONAL MEETING WILL BE OUTSIDE</b></li> </ul>
Questions due to the City	11:00am 5/18/2022	<ul style="list-style-type: none"> <li>Submit all inquiries via email to <a href="mailto:rfppurchasing@longbeach.gov">rfppurchasing@longbeach.gov</a></li> </ul>
Posting of the Q&A	5/25/2022	<ul style="list-style-type: none"> <li>Responses to the questions will be posted on the City's PlanetBids portal, available at <a href="https://pbsystem.planetbids.com/portal/15810/portal-home">https://pbsystem.planetbids.com/portal/15810/portal-home</a>.</li> </ul>
Proposals due	6/2/2022 By 11:00am	<ul style="list-style-type: none"> <li>Proposals should be submitted electronically via the City's PlanetBids portal, available at <a href="https://pbsystem.planetbids.com/portal/15810/portal-home">https://pbsystem.planetbids.com/portal/15810/portal-home</a>.</li> <li>Late proposals, or proposals submitted through other channels will not be accepted.</li> <li>Proposers are responsible for submitting their proposals completely and on time. <ul style="list-style-type: none"> <li>Proposers will receive an e-bid confirmation number with a time stamp from PlanetBids indicating that the proposal was submitted successfully. The City will only receive proposals that were transmitted successfully.</li> <li>Technical support is available by phone at (818) 992-1771</li> <li>Support resources including a list of Frequently Asked Questions are available on PlanetBids at <a href="https://pbsystem.planetbids.com/portal/15810/help">https://pbsystem.planetbids.com/portal/15810/help</a>.</li> </ul> </li> </ul>

## Proposal Content

Complete proposals will include the following. Proposers are encouraged to use this table as a checklist to ensure all components are included in their proposal.

<b>PROPOSAL</b>	
<input type="checkbox"/> Narrative Proposal	The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFP. Guidance on preparing a Narrative Proposal is detailed below in Section 4.3.
<input type="checkbox"/> Cost Proposal	The Cost Proposal should be prepared using a Proposal Cost Form provided as Appendix A to present prices.
<b>PROPOSAL APPENDICES</b>	
<input type="checkbox"/> Financial Stability	Proposers should include one or more of the following financial statements to provide the City with enough information to determine financial stability of the Proposer and subcontractor. <ul style="list-style-type: none"> <li>• Financial Statement or Annual Report</li> <li>• Business tax return</li> <li>• Statement of income and related earnings</li> </ul>
<input type="checkbox"/> Other Addenda (if applicable)	Promotional materials, ads and other media materials should be provided as an addendum clearly cited in the Narrative or Cost Proposal.
<b>MANDATORY ATTACHMENTS</b>   <i>The following are included as Attachments in PlanetBids. They must be signed by the individual legally authorized to bind the Proposer.</i>	
<input type="checkbox"/> A. Authorization & Certification	
<input type="checkbox"/> B. Equal Benefits Ordinance (EBO) Form	
<input type="checkbox"/> C. Small Business Enterprise (SBE) Goal Commitment Plan Form or documentation of Good Faith Effort (GFE)	
<input type="checkbox"/> D. First Source Hiring Candidate Disposition Form	
<input type="checkbox"/> E. First Source Hiring Program Compliance Certification	
<input type="checkbox"/> F. First Source Hiring Program Craft Employee Request Form-Union	
<input type="checkbox"/> G. First Source Hiring Program Craft Employee Request Form-Non Union	
<b>NON-MANDATORY ATTACHMENTS</b>   <i>The following are required for awarded Contractors prior to contract execution. If possible, Proposers are encouraged to include this information as part of their proposal to expedite processing.</i>	
<input type="checkbox"/> H. W-9	
<input type="checkbox"/> I. City Business License	
<input type="checkbox"/> J. Proof of Registration with Secretary of State	
<input type="checkbox"/> K. Proof of registration with the California Department of Industrial Relations	
<input type="checkbox"/> L. Insurance Requirements Form	
<input type="checkbox"/> <b>PlanetBids</b>	<i>Ensure your organization's PlanetBids profile is up to date, including an email address, phone number, and for any socioeconomic classifications you may qualify for.</i>

## 4.2 Narrative Proposal Template

Proposers should develop a narrative proposal that includes all of the following information.

### Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
<b>Organization</b>	Company Name	
	Company Address	
	Website	
	Federal Tax ID Number	
<b>Authorized Representative</b>	Name	
	Title	
	Email Address	
	Phone Number	
<b>Other Point of Contact (if required)</b>	Name	
	Title	
	Email Address	
	Phone Number	
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation <i>State and Date of incorporation:</i>	
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> _____ Other	
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).		
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).		
How many employees does the organization have in total and residing in Long Beach?		
Where are the representative(s) that would service the City's account located?		

Who are the key staff involved in the project? For each, please a name, title, and resume either as an attachment or 1 paragraph description.		
Does the proposal include subcontractors?		<input type="checkbox"/> Yes
		<input type="checkbox"/> No
<b>REFERENCES</b>		
<b>Reference 1</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
<b>Reference 2</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
<b>Reference 3</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
<b>Reference 4</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
<b>Reference 5</b>	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	

SUB-CONTRACTOR CONTACT INFORMATION (if applicable)		
Please provide this information for all subcontractors included in this proposal.		
Organization	Company Name	
	Company Address	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
SUBCONTRACTOR CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation State and Date of incorporation:	
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> Other	
Which specific requirements of this RFP will the subcontractor perform?		
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.		
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).		
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).		
How many employees does the organization have nationally, locally, and residing in Long Beach?		
Where are the representative(s) that would service the City's account located?		

Who are the key staff involved in the project? For each, please a name, title, and resume either as an attachment or 1 paragraph description.	
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### Method of Approach

1. Please briefly summarize your proposed solution
2. Please explain the logic model for how you will achieve the target outcomes/outputs of this RFP.
3. Please summarize your proposed workplan with timelines for key milestones
4. Please explain how your proposal will provide 24/7 security of all vehicles, miscellaneous items, and proceeds from sales at your facilities.
5. Please explain how your proposal will mitigate or address operational/technical/legal challenges?
6. Please outline what you will need from the City to implement the contract successfully.

### Communications & Reporting

1. Please explain the data and reporting systems that will be used to routinely evaluate program performance. Are there any additional or alternative performance metrics you would recommend tracking?
2. Please explain how employees responsible for front-line service will be supervised.
3. Please explain how you will report on performance to the City, and coordinate with the City to meet the objectives of the RFP.
4. Please explain how you will work with stakeholder groups involved in the implementation of the proposal, such as grant entities.
5. The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. If the proposal includes subcontractors, please describe the plan for how the City will be notified of such payments.



## 5 Terms & Conditions

### 5.1 Acronyms/Definitions

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

### 5.2 Solicitation Terms & Conditions

1. 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.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer'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.

4. 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.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to award contracts to multiple contractors.
9. 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.
10. 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 Proposers.
11. 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 Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.
12. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
13. 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.
14. Proposals may be withdrawn by written notice received prior to the proposal opening time.
15. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Contractor or prospective Contractor.

16. 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.
17. Prices offered by Proposers 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.
18. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.
19. Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer 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.
20. A proposal submitted in response to this RFP must identify any subcontractors and outline the contractual relationship between the Proposer 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 Proposer's obligations.
21. If the Contractor elects to use subcontractors, 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.
22. Each Proposer 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 Proposer on the grounds of actual or apparent conflict of interest.
23. Each Proposer 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 Proposer or in which the Proposer 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 Proposer'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.

24. The City reserves the right to negotiate final contract terms with any Proposers 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.
25. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
26. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
27. The City will not be liable for Federal, State, or Local excise taxes.
28. 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 Proposer expressly excludes.
29. Proposer 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 Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
30. Proposals shall be kept confidential until a contract is awarded.
31. 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.
32. 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.
33. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment B, 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.

### 5.3 First Source Hiring Program

1. All contractors and subcontractors ("contractors") performing any work for this award shall be required to comply with the First Source Hiring pilot program. Hiring Long Beach residents to work as contractors for the City of Long Beach ("City") benefits the community, the local workforce, and makes the best use of public funds. First Source Hiring requires qualified City residents be given first consideration for hire through a referral system administered by Pacific Gateway for contracts entered into by the City for non-professional services valued at more than \$100,000 annually, and for City construction/renovation projects, including right of way work, valued at greater than \$100,000 up to, but not including, \$500,000.
  2. All contractors on this project will be required to utilize Pacific Gateway as a first resource to fill all "net new jobs" created through this award. "Net new job" is a full-time, wage-paying job requiring at least thirty-five (35) hours per week, or a part-time, wage-paying job requiring from twenty (20) to thirty-four (34) hours per week, which (i) is a new position that did not exist prior to the date of contract, and (ii) is filled by a new person who is not listed on the employer's last quarterly tax statement for the period prior to the date of contract award. This is for any net new job created at any point in the duration of the contract.
  3. The City retains a ten (10) calendar day reservation period for any net new hires, which is meant to run concurrent with other processes to not delay work or contractor preparation. At least 10 days prior to initiating any steps to source candidates for employment opportunities, the contractor(s) shall provide Pacific Gateway with job descriptions via the First Source Hiring Program Employee Forecast Form. During the ten-day reservation period, contractor(s) shall: receive from Pacific Gateway a list of qualified, pre-screened local candidates to fill the vacancies; review the candidates; and inform Pacific Gateway of the candidates the contractor is or is not interested in further evaluating. The contractor(s) shall make a good faith effort to hire these candidates and shall use normal hiring practices, including interviews, to consider all applicants referred. The interview process can occur outside of the ten-day window. The contractor(s) shall conduct a close-out with Pacific Gateway after positions have been filled by providing Pacific Gateway with a completed First Source Hiring Program Candidate Disposition Form.
  4. For union contractors, First Source Hiring requires the contractor(s) to work with their local union to make good faith efforts to fill net new job positions with
- LNG DECOMMISSIONING, TANK REMOVAL AND SITE RESTORATION | [RFP FS 22-051] 18

qualified City residents during the ten-day local reservation period. During that ten-day reservation period, the union contractor(s) shall: complete the First Source Hiring Program Craft Employee Request Form annotating any new positions, and fax the form to the applicable union representative and Pacific Gateway. The contractor(s) shall conduct a close-out with Pacific Gateway by providing a completed First Source Hiring Program Candidate Disposition Form after all positions have been filled.

5. All proposers/bidders are required to attest to their intent to meet and comply with the requirements of the City's First Source Hiring Program by submitting evidence of their acceptance of the terms and conditions by the execution of the Compliance Certification Form in "Attachment F", which must be submitted with their response to this procurement opportunity. At the time that any contractor enters into a subcontract with any subcontractor providing for the performance of this work, the contractor shall require the subcontractor, as part of accepting the award of a subcontract, to agree in writing utilizing the same Compliance Certification Form, to the terms and conditions of First Source Hiring.
6. Upon issuance of the Notice of Intent to Award, the City will notify Pacific Gateway of the selected contractor(s) and upon award, Pacific Gateway will contact the awarded contractor for the remaining forms. The prime contractor shall be responsible for ensuring any named subcontractors complete the First Source Hiring Program requirements prior to the commencement of work on the project. Noncompliance with the First Source Hiring Program may result in liquidated damages assessed per day/per occurrence, as specified in the First Source Hiring Program Compliance Certification Form. See attachments for required forms.

#### 5.4 Contract Terms & Conditions

1. 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.
2. 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.
3. 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. Additional information is available at [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

4. 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.
5. 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").
6. 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.
7. 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.

8. 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.
9. If the Contractor elects to use subcontractors, the Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.
10. The provisions of this Section shall survive the expiration or termination of this Contract.
11. [PUBLIC WORKS OF IMPROVEMENT ONLY: 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. If there is a difference between the general prevailing wage rates determined by the director of the Department of Industrial Relations and the applicable minimum wage rates determined by the Secretary of Labor (for federally assisted projects) for similar classifications of work, the Contractor and its subcontractors of every tier shall pay their workers not less than the higher wage rate.
12. 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 awarded contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1776
13. **CALIFORNIA WAGE RATE REQUIREMENTS:** This project is a public work under Labor Code § 1720 et seq. 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. Copies of prevailing rate of per diem wages are on file in the office of the City Engineer, 5<sup>th</sup> floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802, and shall be made available upon request. Copies may also be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. This project will be subject the **2022-1 prevailing wage** rate, as 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 is directed to pay not less



than the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Contractors are required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by the prevailing wage determinations must also be paid. If the California minimum wage is increased in the future to an amount above that shown in the prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

14. **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE:** This project is 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.
15. **CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH:** Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such records to City or City's authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.
16. Each contractor and every 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. The foregoing is in addition to, and not in lieu of, any other requirements or obligations established and imposed by any department of the City with

regard to submission and retention of certified payroll records for Contractor and subcontractors.

17. **APPRENTICESHIP EMPLOYMENT (CONTRACTS OVER \$30,000 ONLY):** The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
18. **PENALTIES:** Contractor and subcontractors are subject to penalties, including, but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for failure to comply with Labor Code § 1720 et seq.
19. **SMALL BUSINESS ENTERPRISE (SBE) PROGRAM:** Bidders are advised that this project is subject to the City's Small Business (SBE), Very Small Business, (VSBE), and Local Small Business (LSBE) Enterprise Program ("SBE Program"). A 5.36% SBE/VSBE/LSBE combined goal has been assigned to this project. See the four attachments for SBE program requirements.

#### 5.5 Additional Requirements

1. Any Contract arising from this procurement process shall be funded in whole or in part from various granting entities. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.
  2. 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.
  3. 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.
  4. 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,
- LNG DECOMMISSIONING, TANK REMOVAL AND SITE RESTORATION | [RFP FS 22-051] 23

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.

5. Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. Compliance with Copeland "Anti-Kickback" Act – The Awarded Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
7. Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
8. 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.
9. 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.
10. 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).
11. 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. 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)).
13. Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR § 13.36(e).
14. 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).
15. 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.

16. 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.
17. Payments, Reports, Records, Retention and Enforcement - The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
18. 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."
19. 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)).
20. 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.

## 5.6 Protest Procedures

### 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.

## Time for Protest

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

## 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 must be submitted via the email address above. They must include a valid email address and phone number. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

## City 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 to the email address provided in the protest. This decision shall be final.

## 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.

# EXHIBIT “A-2”

## Scope of Work

June 6, 2022  
ICS-202206061



Michelle King  
Buyer II  
Financial Management Fleet Services  
2600 Temple Ave.  
Long Beach, CA 90806  
562-570-6020 (Office)  
562-570-5414 (Fax)

*Integrated Cryogenic Solutions LLC  
2835 Progress Place  
Escondido, CA 92029*

Dear Ms. King:

**Narrative Proposal – LNG DECOMMISSIONING, TANK REMOVAL AND SITE RESTORATION RFP FS 22-051**

Nikkiso Integrated Cryogenic Solutions (ICS) is pleased to submit this narrative proposal to the City of Long Beach for the LNG decommissioning, tank removal, and site restoration per the above referenced RFP.

The following items are submitted for your consideration:

- Narrative Proposal
- Cost Proposal
- Contractors License
- List of Tank Removal Projects
- List of Claims or Actual Lawsuits for past 3-years Projects
- Consolidated Financial Results for the Fiscal Year Ended December 31, 2021 (IFRS)
- Addendum 1 QA RFP FS 22-051
- Mandatory Attachments:
  - o A. Authorization & Certification
  - o B. Equal Benefits Ordinance (EBO) Form
  - o C. Small Business Enterprise (SBE) Goal Commitment Plan Form or documentation of Good Faith Effort (GFE)
  - o D. First Source Hiring Candidate Disposition Form
  - o E. First Source Hiring Program Compliance Certification
  - o F. First Source Hiring Program Craft Employee Request Form-Union
  - o G. First Source Hiring Program Craft Employee Request Form-Non Union
- Non-Mandatory Attachments
  - o H. W-9
  - o J. Proof of Registration with Secretary of State
  - o K. Proof of registration with the California Department of Industrial Relations
- Contractor and Subcontractor Attachments
  - o Attachment #1 – Name Change File from Cryogenic Industries LLC to Integrated Cryogenic Solutions LLC
  - o Attachment #2 – Contractor's narrative on why they are qualified to perform the work and length of time they have been providing the services
  - o Attachment #3 – Resumes for Key Staff of Contractor
  - o Attachment #4 - Subcontractor's narrative on why they are qualified to perform the work and length of time they have been providing the services
  - o Attachment #5 - Resumes for Key Staff of Subcontractor

Sincerely,

A handwritten signature in cursive script that reads "Michael W Mackey".

Michael W Mackey  
Vice President



# Nikkiso Integrated Cryogenic Solutions (ICS) Proposal

PROPOSER CONTACT INFORMATION		
<b>Organization</b>	Company Name	Integrated Cryogenic Solutions LLC See Attachment #1
	Company Address	2835 Progress Place, Escondido, CA 92029
	Website	info@nikkisosolutions.com
	Federal Tax ID Number	47-1337571
<b>Authorized Representative</b>	Name	Michael W Mackey
	Title	Vice President
	Email Address	mmackey@nikkisosolutions.com
	Phone Number	760-705-3446
<b>Other Point of Contact (if required)</b>	Name	Ken Gillette
	Title	Sr. Director of Operations
	Email Address	kgillette@nikkisosolutions.com
	Phone Number	760-877-8553
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation <i>State and Date of incorporation:</i> <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other	
	Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).	
	See Attachment #2	
	Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).	
	See Attachment #2	
	How many employees does the organization have in total and residing in Long Beach?	
Zero (0)		
Where are the representative(s) that would service the City's account located?		
Escondido, California		

Who are the key staff involved in the project? For each, please a name, title, and resume either as an attachment or 1 paragraph description.		Ken Gillette – Project Manager Dean Bisone – Project Superintendent See attached Resumes - Attachment #3
Does the proposal include subcontractors?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>REFERENCES</b>		
<b>Reference 1</b>	Company	United Parcel Services (UPS)
	Project Manager	Mike Chavez
	Phone Number	O: 404-828-6906 C: 678-628-2845
	Project Description	Demolish and re-distribute a 3-tank LNG fuel station from Houston, Texas to Earth City, Missouri, Columbus, Ohio, and Toledo, Ohio
	Project Start and End Dates	August 2021 April 2022
<b>Reference 2</b>	Company	Omnitrans East Valley
	Project Manager	Omar Bryant
	Phone Number	951-377-9120
	Project Description	Demolish LNG fuel station and construct new CNG fuel station
	Project Start and End Dates	May 2016 November 2016
<b>Reference 3</b>	Company	Omnitrans West Valley
	Project Manager	Oscar Tostado
	Phone Number	909-379-7100
	Project Description	Demolish LNG fuel station and construct new CNG fuel station
	Project Start and End Dates	May 2016 November 2016
<b>Reference 4</b>	Company	Sysco Foods
	Project Manager	Ryan Miller
	Phone Number	O: 951-601-5741 C: 951-809-0889
	Project Description	Design/Build/Maintain LNG fuel station July 2013
	Project Start and End Dates	November 2013 with ongoing maintenance to date
<b>Reference 5</b>	Company	Downs Energy
	Project Manager	Angie Martinez
	Phone Number	951-737-9866
	Project Description	Demolish a single 15,000-gal LNG fuel tank station for Downs Energy in Temecula, CA.
	Project Start and End Dates	February 2019 February 2019

<b>SUB-CONTRACTOR CONTACT INFORMATION</b>		
<i>Please provide this information for all subcontractors included in this proposal.</i>		
<b>Organization</b>	Company Name	Environmental Construction Group INC.
	Company Address	3271 E. 19 <sup>th</sup> Street Long Beach, CA 90755
<b>Authorized Representative</b>	Name	Philip French
	Title	Vice President Operations
	Email Address	Philip@ecgcorp.net
	Phone Number	O: 562-270-1472 C: 310-261-6506
<b>Other Point of Contact (if required)</b>	Name	Darrin McElroy
	Title	President
	Email Address	Darrin@ecgcorp.net
	Phone Number	562-307-5500
<b>SUBCONTRACTOR CAPACITY &amp; EXPERIENCE</b>		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation <i>State and Date of incorporation:</i>	
	<input type="checkbox"/> Limited Liability Company Other	
	Which specific requirements of this RFP will the subcontractor perform?	
	Demolition of the CMU walls, concrete breaking of the LNG equipment pads, and re-cycling and disposal of these materials.	
	Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.	
	Yes DIR# 1000007666	
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).	See Attachment #4	
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).	See Attachment #4	
How many employees does the organization have nationally, locally, and residing in Long Beach?	Nationally = 0 Locally = 60 Long Beach = 10	
Where are the representative(s) that would service the City's account located?	Signal Hill	

Who are the key staff involved in the project? For each, please a name, title, and resume either as an attachment or 1 paragraph description.	Philip French – Project Manager Pablo Quintero – Site Superintendent See Attached Resumes – Attachment #5
---	---

## Method of Approach

<b>1. Please briefly summarize your proposed solution</b>
<p>Upon award of contract, Nikkiso ICS will engineer a drawing package consisting of the following:</p> <ul style="list-style-type: none"> <li>- Cover Sheet</li> <li>- Demolition Plan</li> <li>- Concrete Plan</li> </ul> <p>This package will be presented to the City of Long Beach Building department for Over The Counter (OTC) permits. While this is taking place the City of Long Beach Fleet Services will work with their vendor to drain the liquid out of the LNG tanks.</p> <p>Once permits are received, we will begin the project by safely removing power from the LNG Control Panel. When power is removed we will begin purging of the tanks and system piping to include the submersible pump cans and vaporizer. Nikkiso ICS will certify the equipment is &lt; 3% LFL prior to shipping the equipment offsite. The Fuel Management System (FMS) will be removed and returned to the City of Long Beach Fleet Services.</p> <p>When the equipment is off the site, we will begin demolition of the concrete walls and equipment pads in the LNG containment area. At ground level, we will compact the soil and test for density prior to entering into the concrete work phase.</p> <p>Concrete work will consist of doweling into the existing surrounding slab. Once complete we will install our concrete reinforcing mat and schedule inspection with the City of Long Beach Fleet Services and City Inspectors (if required). At that point we will begin placement of the flat work and finishing. After 24-hours cure time we will turn over the area to the Fleet Services Department for their use.</p>
<b>2. Please explain the logic model for how you will achieve the target outcomes/outputs of this RFP.</b>
<p>Our assessment of the target outcome of the RFP is The City of Long Beach Fleet Services needs the current LNG station removed as they are no longer utilizing this medium. With that they are looking to keep the Fuel Management (FMS) terminal and are hoping to offset some of the project costs through credits on the equipment. Nikkiso ICS will perform the first stated objective and remove the station and additionally our cost proposal provides a credit against the perspective contract for the equipment.</p>
<b>3. Please summarize your proposed workplan with timelines for key milestones</b>
<p>See Attached Schedule. We estimate this entire project to take 27-working days to complete from start to finish. The main risk factor in the timeline is receipt of permits from the City of Long Beach. We have called the City's Building Department Plan Check and Permitting and have been told we should be able to be issued an Over the Counter (OTC) permit due to the size and nature of the project, however they could not guarantee and will need to see the proposed plans prior to committing to OTC permits.</p>
<b>4. Please explain how your proposal will provide 24/7 security of all vehicles, miscellaneous items, and proceeds from sales at your facilities.</b>
<p>The construction area is located within Fleet Services compound which currently provides 24/7 security and that will not change. Nikkiso ICS will set up either temporary fencing around the area of operations or K-rail depending on the Fleet Services comfort level. The area will be well delineated so that Fleet Services vehicles will not enter into the demolition/construction zone, protecting the vehicles from damage. Each afternoon prior to the end of the work day, the demolition/construction area will be swept and free of debris. After the first few days of demolition, the equipment will be stored behind the fenced area to avoid taking up additional onsite space.</p>

5. Please explain how your proposal will mitigate or address operational/technical/legal challenges?
Operational challenges will be mitigated as much as possible. We understand the yard flow of traffic and peak hours of operations for the Fleet Services vehicles and can adjust work schedules if required. This can be discussed upon contract award. We will try to minimize the yard disruption during the equipment removal, however due to the size of the tanks and equipment, we will have (2) cranes operating at one time with tractor trailers onsite to load out the equipment. We will coordinate with Fleet Services to discuss how to minimize the impact to operations. We do not for see any technical or legal challenges.
6. Please outline what you will need from the City to implement the contract successfully.
Agreeable terms and conditions, see Nikkiso's terms and conditions and comments/requested changes to Section 5.5 (5) Idemnify & (7) Claim

## Communications & Reporting

1. Please explain the data and reporting systems that will be used to routinely evaluate program performance. Are there any additional or alternative performance metrics you would recommend tracking?
<p>This project is estimated at 27-working days from start to finish. At key intervals along the way we will notify Fleet Services as agreed upon. The initial items we believe Fleet Services will be interested in is as follows:</p> <ul style="list-style-type: none"> <li>- Removing power from the LNG control panel. (Panel is feed from internal facilities panel and conductors will need to be removed)</li> <li>- Verification tanks and equipment are &lt; 3% LFL prior to transporting off site</li> <li>- Verification of dowel placement into existing concrete</li> </ul>
2. Please explain how employees responsible for front-line service will be supervised.
Nikkiso ICS will have an on-site full time Project Superintendent present at all times work is being conducted either by internal personnel or subcontractors.
3. Please explain how you will report on performance to the City, and coordinate with the City to meet the objectives of the RFP.
The Project Superintendent will maintain a daily log depicting daily activities conducted that day. As this is such a small project (estimated 27-days) we recommend having a project kick-off meeting, a two-week review of progress versus schedule, and a final walk-thru.
4. Please explain how you will work with stakeholder groups involved in the implementation of the proposal, such as grant entities.
Not Applicable (N/A)
5. The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. If the proposal includes subcontractors, please describe the plan for how the City will be notified of such payments.
Verification of subcontractor payments in check form will be provided to the City through submission of check copies. Payments made to subcontractors through ACH, the City will receive a copy of the ACH transaction form from Nikkiso's Bank.



# CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code  
and the Rules and Regulations of the Contractors State License Board,  
the Registrar of Contractors does hereby issue this license to:

**CRYOGENIC INDUSTRIES LLC**

**License Number 1065782**

to engage in the business or act in the capacity of a contractor in the following classifications:

A - GENERAL ENGINEERING CONTRACTOR  
B - GENERAL BUILDING CONTRACTOR  
C10 - ELECTRICAL

Witness my hand and seal this day,

November 20, 2020

**Issued May 12, 2020**

David De La Torre, Board Chair

David R. Fogt, Registrar of Contractors

This license is the property of the Registrar of Contractors,  
is not transferable, and shall be returned to the Registrar  
upon demand when suspended, revoked, or invalidated  
for any reason. It becomes void if not renewed.



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **1065782**

Entity **LLC**

Business Name **CRYOGENIC INDUSTRIES LLC**

Classification(s) **A B C10**

Expiration Date **05/31/2024**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



June 6, 2022  
ICS-202206063

Michelle King  
Buyer II  
Financial Management Fleet Services  
2600 Temple Ave.  
Long Beach, CA 90806  
562-570-6020 (Office)  
562-570-5414 (Fax)



Integrated Cryogenic Solutions  
2835 Progress Place  
Escondido, CA 92029

Dear Ms. King:

**LNG Fuel Station Decommissioning Projects Performed by Nikkiso Integrated Cryogenic Solutions**

Nikkiso Integrated Cryogenic Solutions (ICS) is pleased to provide the following information for LNG fuel station decommissioning projects we have completed in recent years. LNG fuel station decommissioning is not common and 97% of the stations we have constructed are still in operation.

<u>Project</u>	<u>Project Completed</u>	<u>Customer POC</u>
Demolish a 3-tank (18,000-gal) LNG fuel station for United Parcel Service in Houston, TX. Relocate the tanks to Earth City, MO, Columbus, OH, and Toledo, OH and make operational.	April 2022	Mike Chavez O: 404-828-6906 C: 678-628-2845
Demolish a 2-tank (16,000-gal) LNG fuel station for Omnitrans in San Bernardino, CA and construct new CNG fuel station	November 2016	Omar Bryant C: 951-377-9120
Demolish a 2-tank (16,000-gal) LNG fuel station for Omnitrans in Montclair, CA and construct new CNG fuel station	November 2016	Oscar Tostado O: 909-379-7100
Demolish a single 15,000-gal LNG fuel tank station for Downs Energy in Temecula, CA.	February 2019	Angie Martinez O: 951-737-9866

Please let us know if you have any questions or require any additional information.

Sincerely,

A handwritten signature in cursive script that reads "Michael W. Mackey".

Michael W. Mackey  
Vice President  
Integrated Cryogenic Solutions  
Phone: 760.705.3446  
Email: [mmackey@nikkisosolutions.com](mailto:mmackey@nikkisosolutions.com)





City of Long Beach

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

May 26, 2022

## NOTICE TO PROPOSERS

### ADDENDUM NO. 1:

#### RFP FS 22-051

#### LNG Station Decommissioning, Tank Removal and Site Restoration

**This addendum changes and supersedes the language in the original Request for Proposal.** Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disqualified.

**BID DUE DATE HAS BEEN EXTENDED TO MONDAY, JUNE 6, 2022 BY 11:00 AM**

1. Question: 1.2 Under current operations, motor vehicles and miscellaneous items become wrecked, obsolete, or replaced based on specific criteria. City assets must be sold by competitive bid and auctions are a preferred means of disposing of surplus assets. 1.3 Goals – The goal is to maximize the return of funds to the City through public sales of the City's surplus property.
  - Is the City looking for the "Contractor" to sell these items for the City?

Answer: The City is not looking for the Contractor to sell these items for the City. The City is looking for the Contractor to potentially credit the tanks and associated equipment in the cost proposal for the project. Cost proposal (less equipment credit) will be factored into the award.

2. Question: 2.1 Description of Services - \*The aboveground storage tanks, pumps and Northstar fuel monitoring system will be made available to the selected proposer for credit towards this project. Project cost (less equipment credit) will be factored into the award.
  - To clarify, the City is looking for the Contractor to purchase the aboveground storage tanks only, or other equipment as part of the LNG system as well?

Answer: The City is not looking for the Contractor to purchase these items from the City. The City is looking for the Contractor to remove tanks, pumps and monitoring equipment and potentially credit the City for this equipment in the project's cost proposal. Cost proposal (less equipment credit) will be factored into the award.

3. Question: 3.1 Minimum Qualifications – states the contractor must have a CSLB General A license with HAZMAT.

- Question: We do not have the "HAZ" with our Class A license however we have completed decommissioning projects for LNG fuel stations in California in the past, Omnitrans East and West Valley LNG fuel Stations. I do not believe we can obtain the "HAZ" on our license withing the timeframe of the bid. We will qualify just with our Class "A" license?

Answer: You will not be disqualified for not having the "HAZ" certification with your Class A license. However, the "HAZ" certification is required for whomever is going to sample to verify that the aboveground storage tanks are inert (Business and Professional Code 7058.7). Once there is no longer a hazardous material in the tank, the work can resume with just the Class A license. If you do not have "HAZ" certification on your Class A, you may need to subcontract the testing/sampling portion of the work out. Please include this on your safety plan.

4. Question: 3.1 Minimum Qualifications – states the contractor must have at least (5) tank removal projects (1,000 gallons or more) in the past three (3) years.
  - Question: De commissioning of LNG Fuel Stations is not very common. In the past (6) years our company has only decommissioned (3) sites. Is this qualification flexible or are we automatically disqualified?

Answer: No this will not disqualify you.

5. Question: 3.1 Minimum Qualifications – states Copies of all licenses, permits, and bonds shall be submitted with Proposal.
  - We under submitting the license aspect but please clarify "permits" and is a "bond" required for the project?

Answer: Please submit licenses with proposal. Permits will be done with the vendor when the award is made. Performance Bond will be required from vendor when award is made. Performance Bond has been added as an addendum.

6. Question: 4.1 Proposal Timelines & Instructions "Proposal"
  - This section states "The Cost Proposal should be prepared using a Proposal Cost Form provided as Appendix A to present prices. There is no Appendix A in the documents provided by the City.

Answer: Disregard, there is not an Appendix A. That is an error in the language. You are to create your own cost proposal.

Put additional Q&A here.

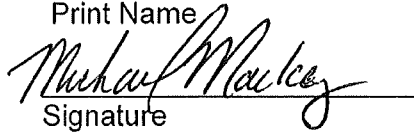
#### **ADDITIONAL CHANGES TO THE PROJECT FROM THE JOB WALK**

- Shelter: In addition to the wall surrounds, please remove bollards and shelter.
- Box on the wall: In addition to the monitoring system, please remove the NEMA enclosure mounted on the Fleet building.
- Reminder: Please include safety plan with your proposal.

PREPARED BY: Michelle King, Buyer II

ACKNOWLEDGED BY: Cryogenic Industries LLC  
Company Name

Michael W Mackey  
Print Name

  
Signature

Vice President  
Title

June 6, 2022  
Date



**Secretary of State  
Amendment to Articles of  
Organization of a  
Limited Liability Company (LLC)**

LLC-2

**IMPORTANT — Read Instructions** before completing this

**form. Filing Fee** — \$30.00

**Copy Fees** — First page \$1.00; each attachment page \$0.50;  
Certification Fee — \$5.00

**Note:** You must file a Statement of Information (Form LLC-12), to change the business address(es) of the LLC or to change the name or address of the LLC's manager(s) and/or agent for service of process, which can be filed online at [lcbizfile.sos.ca.gov/SI](http://lcbizfile.sos.ca.gov/SI).

**FILED**

**Secretary of State  
State of California**

09/29/2021

Filing Date

*Above Space For Office Use Only*

**1. LLC Exact Name** (Enter the exact name on file with the California Secretary of State.)

Cryogenic Industries, LLC

**2. LLC 12-Digit Entity (File) Number** (Enter the exact 12-digit Entity (File) Number issued by the California Secretary of State.)

2	0	1	4	1	9	0	1	0	3	8	4
---	---	---	---	---	---	---	---	---	---	---	---

**3. New LLC Name (If Amending)** (See Instructions — List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State. The name must contain an LLC identifier such as LLC or L.L.C. "LLC" will be added, if not included.)

Integrated Cryogenic Solutions, LLC

**4. Management (If Amending)** (Select only one box)

The LLC will be managed by:

☐ One Manager

☐ More than One Manager

☐ All LLC Member(s)

**5. Purpose Statement** (Do not alter Purpose Statement.)

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

**6. Additional Amendment(s)** set forth on attached pages, if any, are incorporated herein by reference and made part of this Form LLC-2. (All attachments should be 8½ x 11, one-sided, legible and clearly marked as an attachment to this form LLC-2.)

**Signature**

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Sign here

Joseph Pak

Print your name here

Attachment #1

June 6, 2022



Integrated Cryogenic Solutions  
2835 Progress Place  
Escondido, CA 92029

Since its establishment in 1953, Nikkiso has consistently used cutting-edge technologies to create multiple first products in various life-supporting fields, including energy, aerospace, and medical care. In the process, we have contributed to the enrichment of people's lives.

ICS operates as part of Nikkiso Integrated Cryogenic Solutions ("Solutions"). The Solutions unit is one of five independent business units of Nikkiso Cryogenic Industries' Clean Energy and Industrial Gases. Solutions is an innovative specialty engineering, procurement, manufacturing, construction and maintenance unit of Nikkiso Cryogenics Industries. Our focus is on supplying total solutions for a range of applications in the Clean Energy and Industrial Gas industries.

Nikkiso Integrated Cryogenic Solutions has been design, building, and maintaining LNG fuel stations since 1999. We have completed over 125-fuel stations and numerous other LNG projects throughout this period with over 97% still in operations. Four stations we designed/built/maintained we demolished for our customers and either relocated the tanks and equipment to other sites, or rebuilt with Compressed Natural Gas (CNG) compressor based stations. We are experts in cryogenics and hold a seat on National Fire Protection Association (NFPA) 52 committee as voting members. Throughout our existence we have developed code for the industry utilizing our extensive real-world knowledge and experiences. We have worked nationwide and internationally and for numerous City entities, including the City of Long Beach's LNG station at Temple Avenue. We constructed the City's LNG fuel station in 2005 and completed the addition of a second tank and pump skid in 2007 without disruption of fleet fueling.

Sincerely,

A handwritten signature in cursive script that reads "Michael W. Mackey".

Michael W. Mackey  
Vice President  
Integrated Cryogenic Solutions  
Phone: 760.705.3446  
Email: [mmackey@nikkisosolutions.com](mailto:mmackey@nikkisosolutions.com)

**KENNETH W. GILLETTE-Director of Operations/Project Manager**

**Cryogenic Industries ICS**  
**Senior Director of Operations**  
**1/20 – Present**

**GP Strategies Corporation - Director of Operations**  
**7/06 – 1/20**  
Manage construction efforts for 25 alternative fuel projects valued at \$76 million.

**Senior Project Manager - San Diego, CA**  
**2006 - 2007**  
Supervised the construction and startup of two Hydrogen Fueling Stations for Chevron Corporation. Completed the \$5.2 million contract three weeks ahead of schedule and within stringent budget constraints.

**1980 – 2006 U.S. Navy** (selected assignments listed to keep resume to 1 page )  
**1980 – 2006 Non-Commissioned Officer - Attained the rank of Senior Chief Petty Officer in 2001**  
The number 1 select of 3 promoted out of a pool of 26 personnel, ranked number one against all peers in each assignment

**2005-2006 Senior Advisor - Analyst for Commanding Officer, Construction Battalion Unit 303 - San Diego,**  
Led 461 people in meeting program goals in construction, equipment maintenance, logistics, training, and administrative operations

**2002-2004 General Manager - Kuwait/Iraq**  
Led 230 personnel in construction efforts of a 5,000 person multi-national, joint service expeditionary field camp supporting the Global War on Terrorism, completed construction efforts 2 months ahead of schedule

**1998-2002 Senior Advisor/Assistant Transportation Director - San Diego, CA**  
Led 123 people in transportation operations and maintenance for 342 units of automotive, construction, and electrical power distribution equipment valued at \$32 million. Improving entire team's competence. Discipline infractions as necessary

**1997-1998 Contract Specialist/Administrator - Diego Garcia B.I.O.T**  
Contract manager for the Navy's largest Base Operating Support (BOS) award fee contract valued at \$37 million in Diego Garcia, awarded the Navy Achievement Medal for superior contract management

**1994 – 1997 Construction Operations Manager - San Diego, CA**  
Managed construction operations for 13 projects totaling \$3.4 million

**1987 - 1991 Courier - Camp David/White House, Washington D.C.**  
Hand-selected to transport classified correspondence throughout the Washington D.C. area supporting two U.S. Presidents; awarded the Navy Achievement Medal for superior performance. Held the highest "top secret" clearance during assignment

**1980 – 1985 Automotive/Diesel Mechanic - McMurdo Station, Antarctica**  
Performed detailed maintenance and repairs on a variety of automotive and diesel equipment ranging from pickup trucks to D-8 bulldozers (no supporting towns available, repairs crucial for life sustenance). Performed critical field repairs supporting National Science Foundation exploration operations in remote areas of the continent

RME of Cryogenic Industries California Class "B" & "C-10" Contractors License  
Texas Railroad Commission Certified Installer of LNG Fuel Stations  
California Bureau of Weights & Measures Licensed Service Agent

## **DEAN BISONE**

*Production Manager*

### **Professional Experience**

#### **Cryogenic Industries LLC**

**Production Manager**

1/20 – Present

#### **GP Strategies**

**Production Manager**

6/13 - 12/19

#### **Balfour Beatty Construction**

**QC Manager**

1/09 - 5/13

#### **Balfour Beatty Construction**

**Construction Superintendent**

1/03 - 12/08

#### **Barnhart Construction**

**Construction Superintendent**

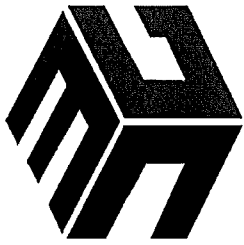
1/97 – 12/02

### **Special Training**

- Certified Inspector of Sediment and Corrosion Control
- Qualified SWPP Practitioner
- U.S.A.C.E. Construction Quality Control
- EM 385 10 Hours
- CPR and First Aid Training
- Qualified Equipment Operator
- 30-Hour Occupational and Health
- Scaffold Competent Person
- Fall Protection Awareness
- Fall Protection Competent Person
- Certified Instructor of Powdered Actuated Tools
- ASME B31.3 Process Piping Design, Materials, Fabrication, Examination and Testing Certification
- Industrial Control Panel UL 508A & Short Circuit Current Rating Certification.

### **Professional Societies**

CISAC and ASME



## environmental**construction** GROUP, I N C.

CSLB License #811415

DOSH License #820

License Type:

A

B

C-21

C-22

ASB

HAZ

Certified Small Business Enterprise

DGS #52700

City of LA #21265

Port of Long Beach #261106

3271 East 19<sup>th</sup> Street

Signal Hill, CA 90755

562-438-7999

[www.ecgcorp.net](http://www.ecgcorp.net)

*Plan the Work and Work the Plan*

Founded in 2002, Environmental Construction Group, Inc. (ECG) has spent over 18 years developing a reputation throughout California as a perennial leader in the Demolition & Hazardous Materials Remediation industry, recognized for its expertise, exceptional workmanship, and safety culture.

ECG is a certified Small Business Enterprise (SBE) recognized by the State of California, Port of Long Beach, City of Los Angeles (LABAVN) and several other Federal, State and Local agencies. ECG provides a multitude of contracting services for industrial facilities, airports, marine ports, military facilities, aerospace, hospitals, schools and universities, retail centers, hospitality, and commercial properties.

Our executive and project management personnel have an extensive amount of experience in structural demolition, asbestos & lead abatement, hazardous materials remediation, and industrial cleaning, specifically at the Port of Long Beach and Los Angeles. ECG is committed to providing exceptional service to our clients by working closely with engineers, consultants and owners to design and manage every project from pre-construction phases to final completion safely and successfully. Throughout the past eighteen years, ECG has completed over \$250,000,000 in contracts with incomparable success.

With safety as our first and foremost priority, our field personnel follow the most stringent safety procedures and adhere to the strictest industry guidelines. In addition to annual asbestos, lead and hazwoper training, our crews are provided with a multitude of aerial lift, skid-steer, confined space and heavy equipment trainings. Project managers and field personnel work closely to ensure health & safety workplans are in place and understood by all parties prior to any work being performed.

ECG prides itself in being a local Long Beach company, and always strives to form new relationships with organizations. Which is why our company donates to over 20 different charities including the Muscular Dystrophy Association, The Cancer Society, California Firefighters, California Police Activities League, Long Beach Aquarium, Surf Rider Foundations, and several other organizations.

Attachment #4

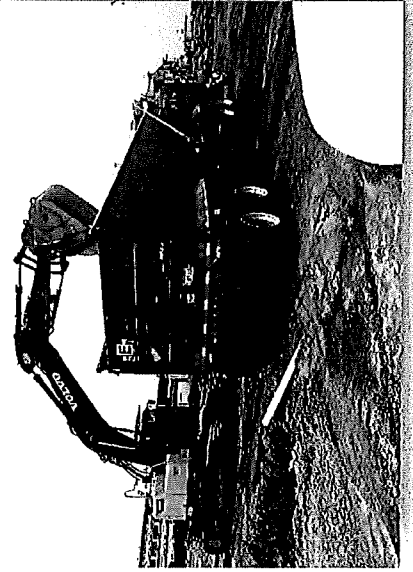
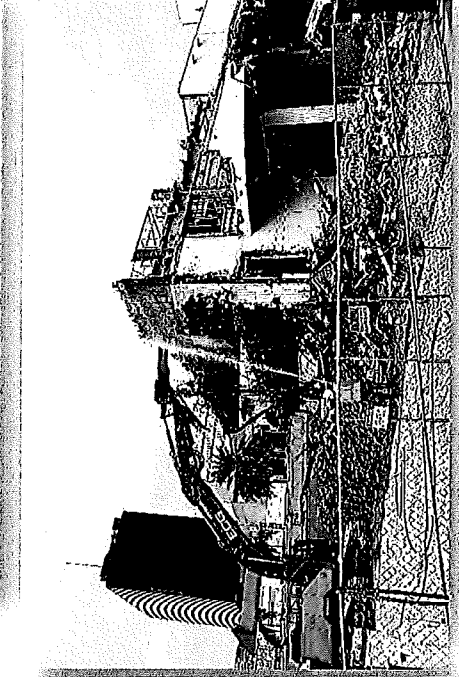
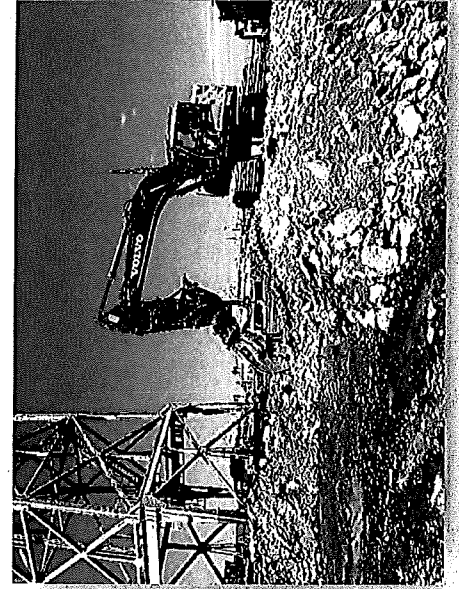
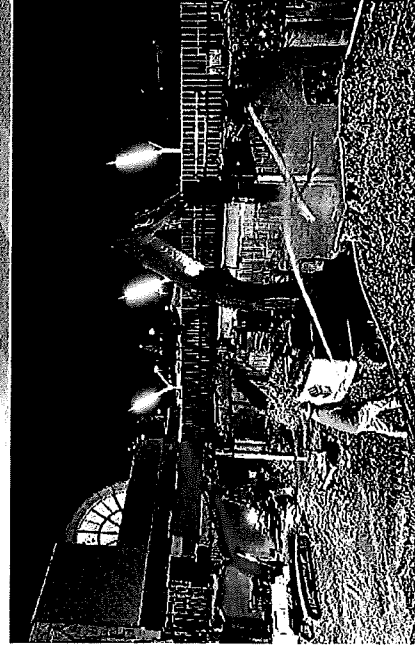
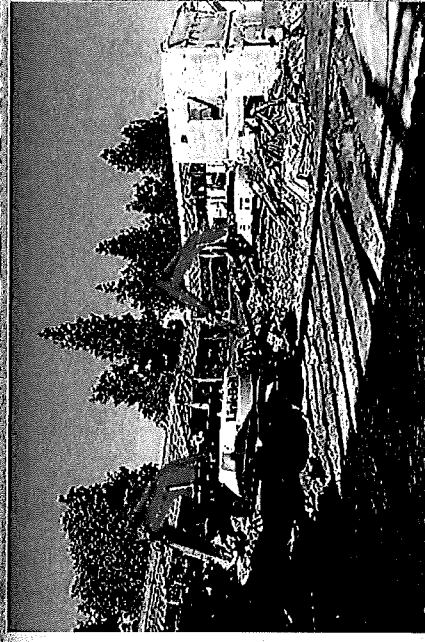
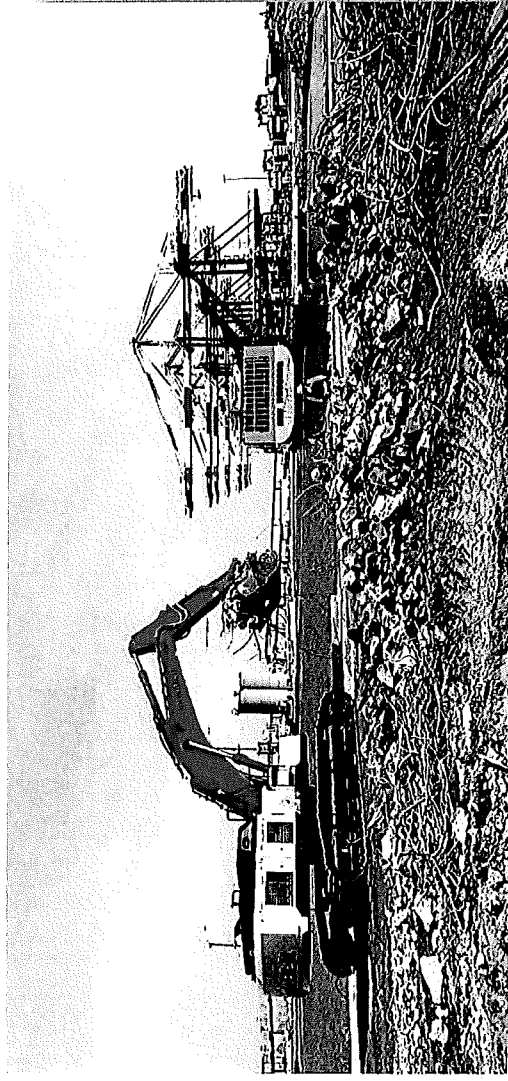


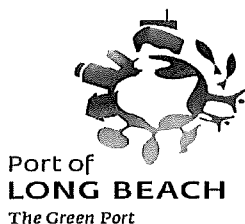
Lines of Service:

- ❖ Structural Demolition
- ❖ Property Site Clearing & Grubbing
- ❖ Asbestos & Lead Abatement
- ❖ Hazardous Materials Remediation
- ❖ Contaminated Soil Remediation
- ❖ Industrial & Environmental Cleaning
- ❖ Underground Tank & Pipeline

**Removal**

- ❖ Well Abandonment
- ❖ Waste Profiling & Management
- ❖ Sterilization & Disinfection (C-19)





## Small Business Enterprise Program

[www.polb.com/sbe](http://www.polb.com/sbe)

Certified Small Business Enterprise

**Vendor Account Number:** 261106

Clif Shirley

Environmental Construction Group, Inc.

3271 East 19th Street

Signal Hill, CA 90755

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition with the Port of Long Beach (Port). Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved.

The Port is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

**NAICS code(s) for which SBE status is recognized:** 236210,236220,237990,562112,562219

**SBE Certificate Effective Date:** 03/02/21

**SBE Certificate Expiration Date:** 03/02/24

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above Port.

The Port reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserves the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

**SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date stated above. All information is subject to verification.**

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into your Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,  
Sashi Muralidharan  
SBE Administrator  
Port of Long Beach

415 W. Ocean Blvd, Long Beach, CA 90802 Telephone (562) 283-7598 email: [sbeprogram@polb.com](mailto:sbeprogram@polb.com)

Attachment #4

## **Philip French**

### **VICE PRESIDENT**

#### **Operations**

#### **Areas of Expertise**

Demolition & Dismantling (Plant & Structural)  
Field Operations & Management of Personnel  
Hazardous Materials Remediation

#### **Years of Experience**

25+

#### **Education**

Bachelor of Science (Education)  
University of Southern Illinois

#### **Affiliations**

- AGC
- Western States Petroleum Association
- U.S. Navy Veteran
- CSLB C-21 License (Demolition)

#### **Contact Information**

Phillip French  
4245 Blackthorne Ave.  
Long Beach, CA. 90808  
310-261-6506 Phone  
Phillipfrench,jr@gmail.com

Mr. French has over 25+ years of demolition and dismantling industry experience. Mr. French possesses a wide range of project experience with an excellent safe work history ranging from a general contracting role including but not limited to, providing civil, mechanical as well as dismantling and demolition services throughout the western United States including government, petrochemical, and private industry clientele.

#### **Expertise Includes and not limited to:**

- Develop and maintain industry business relationships
- Review and management of project balance sheet data
- Operations management
- Development and review of technical proposals including technical writing
- Estimating / Contracting (Including review and vetting of sub-contractors)
- Project oversight (staffing and equipment)

#### **Relevant Project Experience**

##### **Plenary / Devco City of Long Beach Civic Center Demolition**

**Contract Value: \$10.5 Million**

Complete demolition of the City of Long Beach Civic Center structure floor by floor, removal of all hazardous materials, removal of all concrete and soils (90,000 CY) from site.

##### **Delta Airlines Fuel System Demolition**

**CONTRACT VALUE: \$1.2 Million**

Excavate, abate, and removal of Delta Airlines obsolete fuel system throughout airport terminal.

##### **Aegion / City of Long Beach / CRC**

**Long Beach, CA**

**CONTRACT VALUE: \$912,000.00**

Complete excavation of 5,000 cy in preparation of install of new oil pipelines along critical footprint.

# PABLO QUINTERO

## ENVIRONMENTAL CONSTRUCTION GROUP

3271 East 19<sup>th</sup> Street, Signal Hill, CA 90755

Superintendent

[Pablo@ecgcorp.net](mailto:Pablo@ecgcorp.net)

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Mr. Quintero has over 20 years in the demolition and hazardous materials abatement industry. His expertise is in structural demolition and dismantling of a variety of structures. He is well versed in abatement of asbestos, lead, and hazardous waste removal.

## EXPERIENCE

**NOVEMBER 2019 – JUNE 2020**

### **LAX AMERICAN AIRLINES TERMINAL 4.5 CORE DEMOLITION, HENSEL PHELPS**

Superintendent for the interior and structural demolition of the terminal 4.5 core removal. Oversaw abatement and demolition throughout the removal process

**SEPTEMBER 2019 – NOVEMBER 2019**

### **TERMINAL 5.5 PEDESTRIAN BRIDGE DEMOLITION APM CORE, AUSTIN COMMERCIAL**

Superintendent for the exterior abatement, and structural demolition of the former pedestrian connector bridge spanning from terminal 5 to parking structure 5.

**JANUARY 2013 – APRIL 2015**

### **POLB PIER E BERTH E 22 WHARF BACKLANDS, MANSON CONSTRUCTION**

SUPERINTENDENT FOR THE ABATEMENT AND DEMOLITION OF THE CONCRETE WHARF AND BACKLANDS, CYCLOPEAN WALL AND REMOVAL OF ASSOCIATED BUILDINGS WITHIN THE PIER E SITE. INCLUDED REMOVAL OF CONTAMINATED SOIL AND SITE CLEARING.

**MARCH 2021 – ONGOING**

### **CITY OF LONG BEACH CIVIC CENTER DEMOLITION, PLENER/DEVCO**

SUPERINTENDENT FOR THE DEMOLITION OF THE FORMER 15-STORY LONG BEACH CIVIC CENTER. PROJECT INCLUDED DEMOLITION OF STRUCTURE FLOOR BY FLOOR, SHORING, HAZARDOUS MATERIAL ABATEMENT, AND TESTING, EXCAVATION, AND DISPOSAL OF 90,000 CY OF CONTAMINATED AND CLEAN SOIL. UNION COMPLIANCE UTILIZATION - LABORERS (LOCAL - 300, LOCAL - 12, LOCAL - HIRE, SBE/MBE - LOCAL/DIVERSITY HIRING REQUIREMENTS, AND MULTIPLE CERTIFIED PAYROLL REPORTING SYSTEMS (LCP TRACKER, BCA, DIR)

## LICENSE & CERTIFICATIONS

**ASBESTOS SUPERVISOR CERTIFICATE**

**LEAD (PB) SAFE WORKER CERTIFICATE**

**HAZWOPER SUPERVISOR CERTIFICATE**

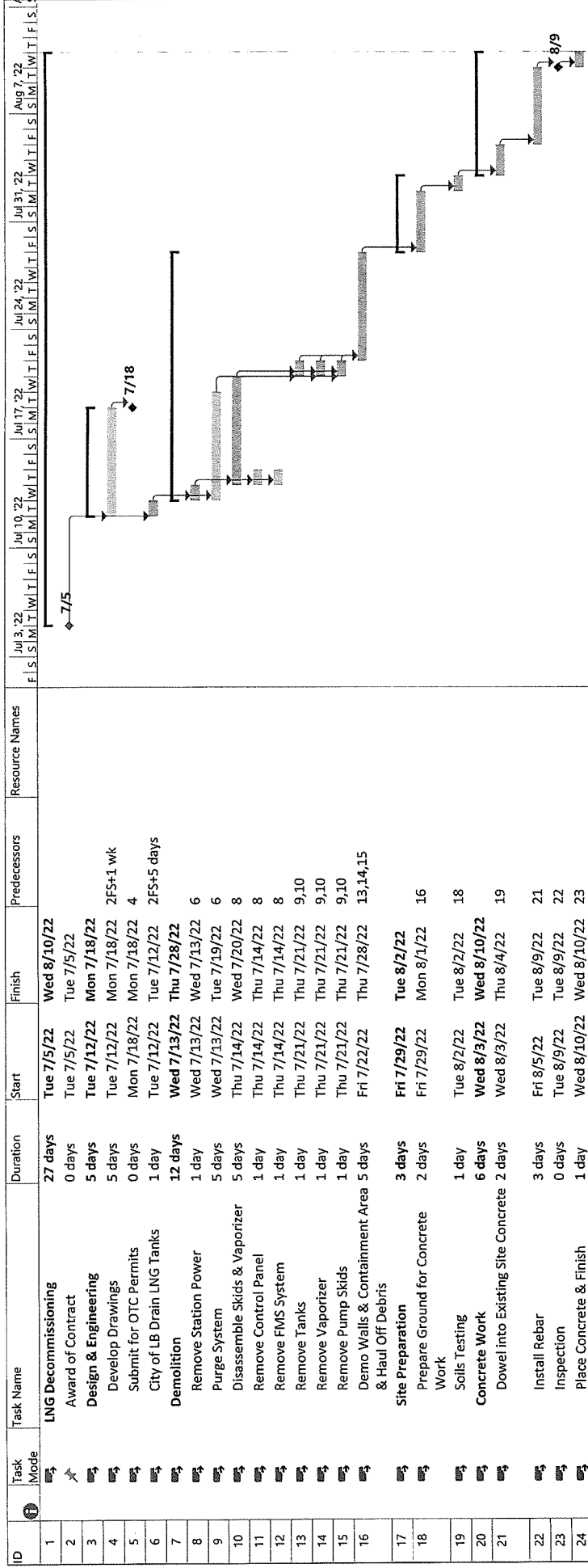
**FIRST AID & CPR TRAINED**

**CONFINED SPACE COMPETENT PERSON**

**TRENCH EXCAVATION COMPETENT PERSON  
30 HOUR OSHA TRAINED**

**SKILLS & DISCIPLINES**

- Asbestos & Lead Abatement
- Mold & Microbial Remediation
- Contaminated Soil Remediation
- Hazardous Materials Remediation
- Infection Control & Cleanup
- Structural Demolition
- Heavy Civil & Industrial Demolition
- Selective Interior Demolition
- Saw Cutting & Coring
- X-Ray & GPR Scanning



Project: City of Long Beach Sch Date: Fri 6/3/22	Task	Inactive Task	Manual Summary Rollup	External Milestone	Manual Progress
	Split	Inactive Milestone	Manual Summary	Deadline	
	Milestone	Inactive Summary	Start-only	Critical	
	Summary	Manual Task	Finish-only	Critical Split	
	Project Summary	Duration-only	External Tasks	Progress	
Page 1					

# EXHIBIT “B”

Rates/Charges

June 6, 2022  
ICS-202206062

Michelle King  
Buyer II  
Financial Management Fleet Services  
2600 Temple Ave.  
Long Beach, CA 90806  
562-570-6020 (Office)  
562-570-5414 (Fax)



Integrated Cryogenic Solutions  
2835 Progress Place  
Escondido, CA 92029

Dear Ms. King:

**Cost Proposal – LNG DECOMMISSIONING, TANK REMOVAL AND SITE RESTORATION RFP FS 22-051**

Nikkiso Integrated Cryogenic Solutions (ICS) is pleased to submit this fixed priced proposal to the City of Long Beach, California for the decommissioning, tank removal, and site restoration of the City's LNG fuel station located at 2600 Temple Ave., Long Beach, CA 90806.

Pricing: Valid for 30-days

<u>Description</u>	<u>Cost</u>
Design, Engineering & Project Management	\$45,397
Site Demolition, Tank Removal & Shipping, and Disposal	\$293,578
Concrete Patch Back	\$110,355
Miscellaneous Site Services (Temp Fence, Equipment, Crane Rental, Concrete Testing, Porta Johns, etc.)	\$27,757
Total Project Value	\$477,087
Equipment Credit (ICS will provide the following credit to the City of Long Beach)	(\$73,750)
Total Contract Value	\$403,337

Thank you for your interest in ICS. We look forward to supporting the City of Long Beach on this and other Alternative Fuel projects.

Sincerely,

A handwritten signature in cursive script that reads "Michael W. Mackey".

Michael W. Mackey  
Vice President  
Integrated Cryogenic Solutions  
Phone: 760.705.3446  
Email: [mmackey@nikkisosolutions.com](mailto:mmackey@nikkisosolutions.com)



# EXHIBIT “C”

City’s Representative(s):

Oliver Cruz, Fleet OPS Program Officer

(562) 570-5430

[Oliver.Cruz@longbeach.gov](mailto:Oliver.Cruz@longbeach.gov)

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee(s):

Ken Gillette, Project Manager

(760) 877-8553

[kgillette@nikkisosolutions.com](mailto:kgillette@nikkisosolutions.com)