

AGREEMENT

**36317**

THIS AGREEMENT is made and entered, in duplicate, as of June 23, 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 June 14, 2022, by and between RITHYA SIDDHARTHA TANG, a sole proprietorship dba SMALL BUSINESS ADVISORY ("Contractor"), with a place of business at 11615 Groveside Avenue, Whittier, California 90604, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to provide eligible participants in the City's Cannabis Social Equity Program with direct technical assistance to facilitate business ownership in the cannabis industry ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using Request for Proposals ("RFP") ED21-064, 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 One Hundred Thirty Thousand Dollars (\$130,000) annually, at the rates or charges shown in Exhibit "B".

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

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

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

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

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

10 2. TERM. The term of this Agreement shall commence at midnight on  
11 October 1, 2021, and shall terminate at 11:59 p.m. on September 30, 2022, unless sooner  
12 terminated as provided in this Agreement, or unless the services or the Project is  
13 completed sooner. The term may be extended for one (1) additional one-year period, at  
14 the discretion of the City Manager.

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. PREVAILING WAGES.

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

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

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

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

14 19. INDEMNITY.

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

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

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

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

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

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

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

26 22. NONDISCRIMINATION.

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



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

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

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

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

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

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

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

1 Municipal Code 2.93 et seq., Contractor Responsibility.

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

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

14 25. COPYRIGHTS AND PATENT RIGHTS.

15 A. Contractor shall place the following copyright protection on all  
16 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

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

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

28 26. COVENANT AGAINST CONTINGENT FEES. Contractor warrants

1 that Contractor has not employed or retained any entity or person to solicit or obtain this  
2 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
3 commission or other monies based on or from the award of this Agreement. If Contractor  
4 breaches this warranty, City shall have the right to terminate this Agreement immediately  
5 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
6 due under this Agreement or otherwise recover the full amount of the fee, commission or  
7 other monies.

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

13           28. CONTINUATION. Termination or expiration of this Agreement shall  
14 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled  
15 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and  
16 "Audit" prior to termination or expiration of this Agreement.

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

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

28           31. 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.

32. 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.

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.

RITHYA SIDDHARTHA TANG, a sole proprietorship dba SMALL BUSINESS ADVISORY

July 9, 2022

By [Signature]  
Name RITHYA TANG  
Title LEAD ADVISOR

\_\_\_\_\_, 2022

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Contractor"

CITY OF LONG BEACH, a municipal corporation

7-19-2022, 2022

By [Signature]  
City Manager

"City"

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

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

# EXHIBIT “A-1”

RFP ED21-064

## City of Long Beach

### Request For Proposals Number ED21-064

#### For One-on-One Advisory Services for Cannabis Entrepreneurs Pursuing Cannabis Business Ownership in Long Beach

Release Date:	05/13/2021
Questions Due to the City:	05/20/2021
Posting of the Q & A:	05/27/2021
Due Date:	06/04/2021

City Contact: Christina Sarmiento

Buyer

562-570-7062

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

Company Name SMALL BUSINESS ADVISOR Contact Person RITIKA TANK

Address 11615 GROVEIDE AVE City WHITTIER State CA Zip 90604

Telephone (951) 298 9880 Fax ( ) Federal Tax ID No. [REDACTED]

E-mail: rtank@sbizadvisory.com

Prices contained in this proposal are subject to acceptance within 30 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 7/9/2022

Signed [Signature]

Print Name & Title RITIKA TANK, LEAD ADVISOR

Rev 2016 0919

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## ATTACHMENTS

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

## 1. OVERVIEW OF PROJECT

The City of Long Beach ("City") is seeking proposals from qualified firms or individuals ("Contractors") to provide one-on-one advisory services to Cannabis Social Equity Program participants ("Cannabis Entrepreneurs") pursuing cannabis business ownership or operating legal cannabis businesses in the City of Long Beach.

To qualify as a Cannabis Entrepreneur, an individual must meet the following eligibility requirements and be verified as a Cannabis Social Equity Applicant by the City:

- In the last year, have had an annual family income at or below 80% of the Los Angeles-Long Beach-Glendale (LA County) Area Median Income (AMI) adjusted for family size; and,
- Have a net worth below \$250,000; and,
- Satisfy at least one of the following three criteria:
  - Has lived in a Long Beach census tract for a minimum of 3 years where at least 51% of current residents have a household income at or below 80% of the Los Angeles Area Median Income; or
  - Was arrested or convicted for a crime relating to the sale, possession, use, or cultivation of cannabis in the City of Long Beach prior to November 8, 2016 that could have been prosecuted as a misdemeanor or citation under California law; or
  - Is a Long Beach resident currently receiving unemployment benefits.

The City currently accepts applications for medical and adult-use cannabis cultivation licenses, cannabis manufacturing licenses, cannabis distribution licenses, and cannabis laboratory testing licenses. There are no caps to the number of licenses that can be issued for these types of facilities. Currently, the City is no longer accepting applications for cannabis dispensary licenses (who may also conduct delivery activities).

The City currently provides Cannabis Entrepreneurs with various benefits and assistance to help them navigate the City's cannabis business licensing process. A list of current Equity Program benefits and assistance available to Cannabis Entrepreneurs can be found on the City's Open an [Equity Business](#) webpage.

Since program inception, a total of 93 individuals have qualified as Cannabis Entrepreneurs. Of this group, 67 have attended an application workshop with City staff to receive information and assistance regarding the City's licensing process. Despite notable interest in the program, the City has received only six cannabis business license applications from Cannabis Entrepreneurs and issued just one cannabis business license. This is because significant barriers still exist for Cannabis Entrepreneurs who are pursuing cannabis business ownership in the City. These barriers include, but are not limited to:

- Limited access to capital;
- Limited access to real estate;



- Lack of technical expertise in business plan creation, accounting, regulatory compliance, or other specialized fields;
- Inexperience in navigating the City's permitting process;
- Lack of business connections to sell or purchase cannabis products; and

Over the Summer and Fall of 2020, the City of Long Beach Economic Development Department (ED) conducted outreach to Cannabis Entrepreneurs to better understand technical assistance needs, and more than half of the Cannabis Entrepreneurs that completed ED's survey expressed interest in four priority areas:

1. Site location and lease negotiation
2. Assessing financial needs to start a business
3. Getting finance and accounting support
4. Support navigating regulatory compliance

One-on-one advisory services will be the second of two Direct Technical Assistance Pilot Programs that ED is implementing for Cannabis Entrepreneurs. The first pilot program is two Cannabis Entrepreneurship Academies that will set up the foundation and baseline for Cannabis Entrepreneurs seeking technical assistance to start a cannabis business. Each Entrepreneurship Academy will be a cohort-based business planning workshop series that will be led by a consultant that will serve as the "Instructor"; and will cover a variety of topics, including, but not limited to:

- Identifying target markets
- Planning for supply chain
- Financial planning
- Forming a business entity
- Developing products and services
- Marketing

Cannabis Entrepreneurs that participate in the Academy will walk away with a business plan and a better understanding of steps they need to take to establish a cannabis business. Graduates of the Entrepreneurship Academy will be able to continue their journey of starting a cannabis business and receive additional direct technical assistance through one-on-one advisory services.

Given that each Cannabis Entrepreneur will embark on a unique journey to gain entry to and successfully operate in the regulated cannabis market, ED is releasing a solicitation for Contractors that can provide professional or technical advice, recommendation, and/or support to tackle specific cannabis business ownership related issues in real estate, access to capital, finance and accounting, and regulatory compliance support.

Interested Contractors may submit proposals for more than one of these areas, so long as they meet the requirements outlined in the Project Specifications (Section 7 of the RFP).

## 2. ACRONYMS/DEFINITIONS

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

<b>One-on-One Advisory Services</b>	Direct technical assistance that provides Cannabis Entrepreneurs the technical knowledge and expertise necessary to facilitate business ownership in the cannabis industry.
<b>Adult-Use Cannabis Activity</b>	The sale of cannabis goods to customers 21 years of age or older or the cultivation, manufacture, distribution, transportation, or laboratory testing of cannabis goods for retail sale to adult-use customers 21 years of age or older.
<b>Awarded Contractor</b>	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
<b>Cannabis Business</b>	A business, whether operating for-profit or not-for-profit, which performs any of the following activities related to cannabis: cultivation, delivery, distribution, processing, transporting, dispensing, selling at a retail or wholesale, manufacturing, compounding, converting, preparing, storing, packaging, or testing.
<b>Contractor</b>	Organization/individual submitting a proposal in response to this RFP.
<b>Department Division</b>	/ City of Long Beach, Department of Economic Development.
<b>Evaluation Committee</b>	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>RFP</b>	Request for Proposals.
<b>Shall / Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b>Should</b>	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City

may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.

**Subcontractor**

Third party not directly employed by the Contractor who will provide services identified in this RFP.

**Track-and-Trace System**

The state-approved system used to track commercial cannabis activity and movement, including the purchase, sale, testing, packaging, transfer, transport, return, destruction, or disposal, of any cannabis goods.

### 3. SCOPE OF PROJECT

#### **BACKGROUND**

The City of Long Beach Economic Development Department (ED) secured grant funds from the State of California, Governor's Office of Business and Economic Development (GO-Biz) to provide Direct Technical Assistance to Cannabis Entrepreneurs to gain entry to and/or successfully operate in the regulated cannabis market.

The City is seeking the services of Contractors that will be tasked with providing one-on-one advisory services for Cannabis Entrepreneurs that seek direct technical assistance in one or more priority areas listed below, under the Services and Activities section.

The City is seeking at least one (1) Contractor for each priority area. A Contractor may be selected for more than one priority area.

At this time, the total amount of funding available for all four priority areas is \$200,000; however, there is no guarantee that available funding will be equally appropriated across all four priority areas and fully appropriated. This process for appropriation will be determined throughout the term of the contracts on an as-needed basis and will be based on needs and demand of Cannabis Entrepreneurs.

Contractors will be expected to deliver all services by the State mandated grant deadline on Tuesday, August 31<sup>st</sup>, 2021, unless an extension is granted by the State of California. Contractors will be notified of any extension of the grant term period approved by the State of California and the City.

See Section 7 for requirements, qualifications, and eligibility.

#### **SERVICES AND ACTIVITIES**

Contractors can offer one-on-one advisory services in one or more of the following priority areas:

- **Priority Area #1: Site Location and Lease Negotiation.** Contractors will help Cannabis Entrepreneurs identify suitable, affordable sites in Long Beach based on license type and individual business needs. Sample activities include, but are not limited to, recommending property type (e.g., size, structure, location) and potential sites appropriate for business, providing lease- or real estate acquisition- specific negotiation techniques, and reviewing lease or real estate purchase agreements.
- **Priority Area #2: Assessing Financial Needs.** Contractors will work with Cannabis Entrepreneurs to assess financial needs and identify potential funding opportunities based on license type and business needs. Sample activities include, but are not limited to, performing a financial assessment of the business (e.g., legal structure, financial plan, financial analysis & projections, exit strategy), identifying loan programs, grants, social impact investors, and other capital sources that are

appropriate and meet individual business needs, and assessing exit strategy's impact on financial needs.

- **Priority Area #3: Finance and Accounting Support.** Contractors will advise Cannabis Entrepreneurs on local, state, and/or federal cannabis tax requirements, as well as help develop an accounting/recordkeeping system based on individual business needs. Sample activities include, but are not limited to, recommending accounting software appropriate for business operations, financial management, and reporting requirements (e.g., California Cannabis Track and Trace System), providing support in setting up an accounting system, and advising on tax implications per business strategy.
- **Priority Area #4: Regulatory Compliance Support.** Contractors will serve as a resource to help Cannabis Entrepreneurs navigate the local and/or State cannabis business licensing process based on individual business needs and license requirements. Sample activities include, but are not limited to, assisting with completing the City's licensing process (e.g., cannabis business license application, architectural plans, equipment requirements, facility/operational inspections) or assisting with the State licensing process and operating requirements.

#### 4. SUBMITTAL INSTRUCTIONS

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

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

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

<b>TASK</b>	<b>DATE/TIME</b>
Deadline for submitting questions	May 20, 2021 by 11:00 AM
Answers to all questions submitted available	May 27, 2021 by 11:00 AM
Deadline for submission of proposals	June 4, 2021 by 11:00 AM
Evaluation and interview period	June 7, 2021 – June 18, 2021
Selection of Business Advisors	On or about June 30, 2021

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

#### 4.3 Method of Submission

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

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

Submit proposal online at:  
<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

- 4.4 **Proposals must be received by 11:00 AM (PT) on June 4, 2021.** Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the Form, sign in ink and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in four (4) distinct parts:
- Part One (1) - Narrative/technical proposal
  - Part Two (2) - Cost proposal
  - Part Three (3) – City Required Forms
  - Part Four (4) Financial Stability Documents/Statements

The NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be uploaded separately in the PlanetBids specific file-drop sections, but submitted together as one proposal.

**4.10 A responsive proposal will include the following completed documents:**

- Narrative/technical Proposal (include RFP cover page)
- Cost Proposal Form
- City Required Forms
  - Attachment – A Compliance with Terms and Conditions of the RFP, signed with any exceptions noted
  - Attachment B- Statement of Non-Collusion, signed and dated
  - Attachment C – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification – Attachment D
  - Attachment E – W-9 Request for Taxpayer Identification Number and Certification
  - Attachment F – Secretary of State Certification (Consultants must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Consultant has already filed, it may be uploaded as a general attachment).
  - Attachment G – Equal Benefits Ordinance (EBO), signed and dated form and questionnaire
  - Attachment H – Terms and Conditions for Federal Funding signed and Dated
- Financial Documents/Statements – See Section 9.1.10

**5. PROPOSAL EVALUATION AND AWARD PROCESS**

**5.1 Proposals shall be consistently evaluated based upon the following criteria:**

- 5.1.1 Ability to successfully deliver advisory services.
- 5.1.2 Ability to participate in mandatory meetings as required by the City of Long Beach.
- 5.1.3 Experience in performance of comparable engagements.
- 5.1.4 Knowledge, expertise, and skills in providing one-on-one advisory services in **Site Location and Lease Negotiation.**
- 5.1.5 Knowledge, expertise, and skills in providing one-on-one advisory services in **Assessing Financial Needs.**
- 5.1.6 Knowledge, expertise, and skills in providing one-on-one advisory services in **Finance & Accounting Support.**
- 5.1.7 Knowledge, expertise, and skills in providing one-on-one advisory services in **Regulatory Compliance Support.**



- 5.1.8 Reasonableness of cost.
- 5.1.9 Financial Stability.
- 5.1.10 Conformance with the terms of this RFP.

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

## 6. **PROTEST PROCEDURES**

### 6.1 Who May Protest

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

### 6.2 Time for Protest

The City will post a notice of the intent to award a contract before an award is made. The notice will be available to all proposers who submitted a proposal via the City's Electronic bid notification system at:  
<http://www.longbeach.gov/finance/businessinfo/purchasing-division/>.

A proposer desiring to submit a protest for a proposal must do so within 24 hours of the electronic notification of intent to award. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to

open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

### 6.3 Form of Protest

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

### 6.4 City Response to Protest

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

### 6.5 Limitation of Remedy

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

## 7. **PROJECT SPECIFICATIONS**

**The following requirements are applicable to all four Priority Areas #1-4:**

### **GENERAL REQUIREMENTS:**

Each Contractor shall:

- Be required to submit a technical narrative, summary of relevant professional experience, and detailed proposed budget.
- Have ability to provide advisory services and report on the outcomes of the project.
- Have ability to participate in a Project Kickoff Meeting, Project Closeout meeting, monthly status check-ins, and ad-hoc meetings as needed.
- Be required to submit copies of invoices for billable advisory services.

- Have access to a reliable computer, internet connection, and landline or mobile phone.

**GENERAL ELIGIBILITY:**

Each Contractor must complete services and activities by the State mandated grant expiration date of August 31, 2021, unless an extension is granted by the State of California. Contractors will be notified of any extension of the grant term period approved by the State of California and the City.

**REQUIRED QUALIFICATIONS:**

Applying Contractors should possess:

- At least two (2) years of experience in the Cannabis Industry in priority area(s); Cannabis Industry experience in manufacturing and / or distribution is preferred.
- Proven track record as a champion of Diversity & Inclusion, including demonstrating cross cultural agility.
- Strong digital literacy skills (e.g., access to and proficiency in online meeting tools).
- Strong verbal communication and interpersonal skills.
- Bilingual abilities in either Spanish, Khmer, or Tagalog (strongly recommended).
- In addition, Contractors shall meet the qualifications described below for each priority area that Contractors would like to be considered for.

**DESIRABLE QUALIFICATIONS:**

- Similar professional experience with peer cities in California (e.g., Los Angeles, Sacramento, San Francisco, San Jose, Oakland) are a plus.
- Relevant Certifications (e.g., CPA, CFA, cannabis certification) and Degrees (e.g., Juris Doctor Degree) are a plus.
- Familiarity with Long Beach's regulated cannabis market is a plus.
- Familiarity with Long Beach Municipal Codes related to adult-used cannabis businesses and activities is a plus.

**7.1 PRIORITY AREA #1: SITE LOCATION AND LEASE NEGOTIATION**

**QUALIFICATIONS:**

Applying Contractors should have at least two (2) years of professional experience serving cannabis entrepreneurs as a:

- Real Estate Broker,
- Real Estate Developer,

- Lawyer,
- Architect,
- General Contractor, or
- Equivalent profession that meets the scope of Priority Area #1.

Applying Contractors should have technical knowledge and/or expertise serving cannabis entrepreneurs in:

- City of Long Beach zoning regulations and requirements for different cannabis license types, including where certain business types are permitted (City of Long Beach 'Green Zones'),
- City of Long Beach's facility and inspection requirements,
- Property acquisition, and/or
- Commercial leasing.

## 7.2 PRIORITY AREA #2: ASSESSING FINANCIAL NEEDS

### QUALIFICATIONS:

Applying Contractors should have at least 2 years of professional experience serving cannabis entrepreneurs as a:

- Banker,
- Investor,
- Financial Advisor, or
- Equivalent profession that meets the scope of Priority Area #2.

Applying Contractors should have technical knowledge and/or expertise serving cannabis entrepreneurs in:

- Cannabis banking,
- Investment banking,
- Social impact investing, and/or
- Financial analysis.

## 7.3 PRIORITY AREA #3: FINANCE AND ACCOUNTING SUPPORT

### QUALIFICATIONS:

Applying Contractors should have at least two (2) years of professional experience serving cannabis entrepreneurs as a:

- Certified Public Accountant (CPA) Tax Advisor,
- Information Technology Consultant implementing accounting software and California's Cannabis Track and Trace System, or

- Equivalent profession that meets the scope of Priority Area #3.

Applying Contractors should have technical knowledge and/or expertise serving cannabis entrepreneurs in:

- Business tax compliance and reporting,
- Accounting principles and software,
- Inventory management.

**DESIRABLE QUALIFICATION:**

- California Cannabis Track-and-Trace System.

**7.4 PRIORITY AREA #4: REGULATORY COMPLIANCE SUPPORT**

**QUALIFICATIONS:**

Applying Contractors should have at least two (2) years of professional experience serving cannabis entrepreneurs as a:

- Regulatory Compliance Consultant,
- City/Urban Planner or Architect,
- Attorney, or
- Equivalent profession that meets the scope of Priority Area #4.

Applying Contractors should have technical knowledge and/or expertise serving cannabis entrepreneurs in:

- Legal entity establishments, EIN, DBA
- Navigating the City of Long Beach adult-use cannabis business licensing process for different license types; particularly, in manufacturing and distribution. Shall have experience with:
  - Identifying a business location that is in compliance with all applicable buffer, zoning and parking requirements.
  - Completing a land entitlement process, such as Conditional Use Permit (CUP) or Administrative Use Permit (AUP).
  - Preparing environmental documents in compliance with the California Environmental Quality Act (CEQA).
  - Preparing architectural plans in compliance with all applicable cannabis facility laws and regulations.
  - Acquiring and/or obtaining approval of facility equipment (e.g., high-intensity lights, extraction equipment, etc.).
  - Completing required facility and/ or operational inspections required by the City.

- Navigating the State of California adult-use cannabis business licensing process for different license types; particularly, in manufacturing and distribution

## 8. WARRANTY/MAINTENANCE AND SERVICE

Not applicable.

## 9. COMPANY BACKGROUND AND REFERENCES

### 9.1 Primary Contractor Information

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

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

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

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

## 9.2 Subcontractor Information

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

Yes \_\_\_\_\_ No X Initials RT

If "Yes", Contractor must:

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

## 9.3 References

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

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

## 9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a

business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

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

**10. COST**

The City is seeking at least one (1) Contractor to provide one-on-one advisory services for Cannabis Entrepreneurs in each of the four (4) priority areas.

The Contractor should submit a proposed budget in the form of an hourly rate with an estimated number of available hours per month for each priority area. Ancillary costs shall be clearly described and will be considered for reimbursement.

Total amount of funding available for all four priority areas is \$200,000.

**NOTE:** Should a Contractor be selected to contract with the City to provide services per this RFP, the City retains the right to negotiate with the proposed Contractors any cost proposals before awarding a contract.

**11. BONDS**

Not applicable.

**12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

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

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

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

12.3 Americans with Disabilities Act – The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42



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

- 12.4 Compliance with Byrd Anti-Lobbying Amendment – The Awarded Contractor shall comply with the requirements of § 1352 of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). (1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- 12.5 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.6 Compliance with Copeland “Anti-Kickback” Act – The Awarded Contractor shall comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.7 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.8 Environmental Legislation – The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.9 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as

having an active exclusion of the Federal System for Awards Management Database ([www.sam.gov](http://www.sam.gov)).

- 12.10 Non-discrimination; Equal Employment Opportunity – The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Opportunity Employment,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.
- 12.11 Payments, Reports, Records, Retention and Enforcement – The Awarded Contractor acknowledges the requirements and regulations set to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)) and agrees to cooperate with the City to allow the City to comply with said requirements. Records shall be maintained for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
- 12.12 Procurement of Recovered Materials - (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”
- 12.13 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license,

to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

### 13. TERMS, CONDITIONS AND EXCEPTIONS

- 13.1 This contract will not exceed 12 months and will have one annual renewal option at the discretion of the City. Work is expected to be completed by the State mandated grant expiration date of August 31, 2021, unless an extension is granted by the State of California. Contractors will be notified of any extension of the grant term period approved by the State of California and the City.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.

Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.

- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or email notice received prior to the proposal opening time.

- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after staff proposes to award a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.

- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers

shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

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

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

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

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

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

by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.

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

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

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

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

- (a) Commercial general liability insurance in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. If the scope of services includes direct interaction with minors or other vulnerable people, such coverage shall not exclude coverage for abuse and molestation.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One

Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and its officials, employees, and agents.

- (c) If use of vehicles is part of the scope of services, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 ("any auto").
- (d) If professional services are part of the scope of services, professional liability in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Contract.

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

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

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



## Attachment A

## CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

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

SIGNATURE

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

# EXCEPTION SUMMARY FORM

[illegible]

## **Attachment B**

### **PRO-FORMA AGREEMENT**

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

AGREEMENT

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

WHEREAS, the City requires specialized services requiring unique skills to be performed in connection with \_\_\_\_\_ ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

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

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

1. SCOPE OF WORK OR SERVICES.

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

B. The City's obligation to pay the sum stated above for any one

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

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

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

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

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

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

3. COORDINATION AND ORGANIZATION.

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

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

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

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

5. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

16. 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.

17. INDEMNITY.

A. Consultant 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, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

B. In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant'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 Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, 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, Consultant'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.

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

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

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

12 19. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

11 22. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

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

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

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

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

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

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

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

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







## Attachment C

### Statement of Non-collusion

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

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

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

  7/9/2022  
Authorized signature and date

RITHUN TANG, LEAD ADVISOR  
Print Name & Title

## Attachment D

**Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification***Please read Acceptance of Certification and Instructions for Certification before completing*

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

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

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

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

Small Business Advisory

Business/Contractor/Agency

RITHMA TANK

Name of Authorized Representative

LOAN ADVISOR

Title of Authorized Representative

  
Signature of Authorized Representative7/9/22  
Date

r20141001

## **Acceptance of Certification**

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

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

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

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

Rev 12.11.13

## **Attachment E**

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

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

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

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> <small>Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</small>	<b>Give Form to the requester. Do not send to the IRS.</b>
<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>RITHYA SLODHARTHA TANG</u>		
<b>2</b> Business name/disregarded entity name, if different from above <u>SMALL BUSINESS ADVISORY</u>		
Print or type. See Specific instructions on page 3	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <u>11615 GORPSONE AVE</u>		Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <u>WHITTIER CA 90604</u>		
<b>7</b> List account number(s) here (optional)		
<b>Part I Taxpayer Identification Number (TIN)</b>		
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.		
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
<b>Part II Certification</b>		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and		
3. I am a U.S. citizen or other U.S. person (defined below); and		
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
<b>Sign Here</b>	Signature of U.S. person ▶ <u>[Signature]</u>	Date ▶ <u>7/9/22</u>
<b>General Instructions</b>		
Section references are to the Internal Revenue Code unless otherwise noted.		
<b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .		
<b>Purpose of Form</b>		
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.		
<ul style="list-style-type: none"><li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>• Form 1099-S (proceeds from real estate transactions)</li><li>• Form 1099-K (merchant card and third party network transactions)</li><li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>• Form 1099-C (canceled debt)</li><li>• Form 1099-A (acquisition or abandonment of secured property)</li></ul>		
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.		
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.		

## Attachment F

## Secretary of State Certification

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

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

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

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

[illegible]

## Attachment G

### Equal Benefits Ordinance (EBO) Compliance Form

#### EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Consultant/vendor submits evidence of taking reasonable measures to comply with the EBO; or




- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Consultant/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the Consultant's current collective bargaining agreement(s).

Compliance with the EBO

If a Consultant has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Consultant may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Consultant an irresponsible bidder and disqualify the Consultant from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Consultant, which may be deducted from money otherwise due the Consultant. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: RUTHA TANG Title: LEAD ADVISOR

Signature:  Date: 7/9/2022

Business Entity Name: SMALL BUSINESS ADVISORY

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

**Section 1. CONSULTANT/VENDOR INFORMATION**

Name: SMALL BUSINESS ADVISORY Federal Tax ID No. [REDACTED]  
Address: 11615 GROVESIDE AVE  
City: WHITTIER State: CA ZIP: 90604  
Contact Person: RUTHIE TANG Telephone: 951 298 9880  
Email: rtang@smallbizadvisory.com Fax: \_\_\_\_\_

**Section 2. COMPLIANCE QUESTIONS**

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

**Section 3. PROVISIONAL COMPLIANCE**

- A. Consultant/vendor is not in compliance with the EBO now but will comply by the following date:  
  
\_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Consultant/vendor submits evidence of taking reasonable measures to comply with the EBO; or

\_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Consultant/vendor's infrastructure, not to exceed three months; or

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

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

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

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 9<sup>th</sup> day of July, 2022, at PHNOM PENH CAMBODIA  
Name RETHER TANG Signature [Signature]  
Title LEAD ADVISOR Federal Tax ID No. [Redacted]

# EXHIBIT “A-2”

## Scope of Work

## Scope of work

### SERVICES AND ACTIVITIES

Contractors can offer one-on-one advisory services in one or more of the following priority areas:

- **Priority Area #1: Site Location and Lease Negotiation.** Contractors will help Cannabis Entrepreneurs identify suitable, affordable sites in Long Beach based on license type and individual business needs. Sample activities include, but are not limited to, recommending property type (e.g., size, structure, location) and potential sites appropriate for business, providing lease- or real estate acquisition- specific negotiation techniques, and reviewing lease or real estate purchase agreements.
- **Priority Area #2: Assessing Financial Needs.** Contractors will work with Cannabis Entrepreneurs to assess financial needs and identify potential funding opportunities based on license type and business needs. Sample activities include, but are not limited to, performing a financial assessment of the business (e.g., legal structure, financial plan, financial analysis & projections, exit strategy), identifying loan programs, grants, social impact investors, and other capital sources that are appropriate and meet individual business needs, and assessing exit strategy's impact on financial needs.
- **Priority Area #3: CPA, Finance & Accounting Support.** Contractors will advise Cannabis Entrepreneurs on local, state, and/or federal cannabis tax requirements, as well as help develop an accounting/recordkeeping system based on individual business needs. Sample activities include, but are not limited to, recommending accounting software appropriate for business operations, financial management, and reporting requirements (e.g., California Cannabis Track and Trace System), providing support in setting up an accounting system, and advising on tax implications per business strategy.
- **Priority Area #4: Regulatory Compliance Support.** Contractors will serve as a resource to help Cannabis Entrepreneurs navigate the local and/or State cannabis business licensing process based on individual business needs and license requirements. Sample activities include, but are not limited to, assisting with completing the City's licensing process (e.g., cannabis business license application, architectural plans, equipment requirements, facility/operational inspections) or assisting with the State licensing process and operating requirements.

# EXHIBIT “B”

Rates or Charges

RFP No. ED 21-064

One-on-One Advisory Services for  
Cannabis Entrepreneurs Pursuing  
Cannabis Business Ownership in Long  
Beach

Bid Submission: Part 2, Costs Proposal



SMALL BUSINESS  
ADVISORY

Small Business Advisory: Vendor

797988: City of LB Vendor ID

Rithya S. Tang: Representative

June 4, 2021: Date

[rtang@smbizadvisory.com](mailto:rtang@smbizadvisory.com): Email

951-298-9880: Phone

[smbizadvisory.com](http://smbizadvisory.com): Website

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## Costing Approach

Small Business Advisory (SmbBizAdvisory) has had a long-term relationship with the LA Region Small Business Development Center (SBDC) since 2012.

In the current professional relationship, SmbBizAdvisory serves as a business advisor to clients of the SBDC. This revenue channel makes up a significant revenue stream for SmbBizAdvisory's overall revenue.

The costing approach for both *Priority Area #2: Assessing Financial Needs* and *Priority Area #3: Finance and Accounting Support* uses empirical data from past advising sessions SmbBizAdvisory has had with clients emanating from the SBDC.

The analysis of the advising hours for an average client is as follows:

*Table 1. Advising Hours Analysis (Jan 2019 - May 2021)*

Unique Clients	302	Advising Hours	1,917
Advising Frequency	2,588	Prep Hours	1,157

Doing a little calculation on the above we obtain the following observations:

*Table 2. Averages per Session/Client*

Avg Hrs / Session	1.2
Avg Hrs / Client	10.2

The clients served in the last 2.5 years is 302 whom consumed a total of 3,074 hours involving advising. The hours include preparation time, emails, scheduling, and actual advising. Albeit the advising topic cover beyond the topic required for this particular project, Priority Area #2 and Priority Area #3.

The clients SmbBizAdvisory served ranged from those needing help with pre-launch of their business, writing a business plan, developing a sales process plan, HR compensation structuring, hiring, forecasting, recasting financial statements, acquisition, exit or sale of the business, and access to capital.

With the above real and valid assumptions, SmbBizAdvisory proposes a cost model below.

## Proposed Cost Model

RFP No. ED21-604 documents shared that the estimated intake of individuals participating the City's Cannabis Social Equity Program (SEP) will range between 40-50 individuals.

Using the approach cited in the previous chapter, we will use the following assumptions:

Table 3. Advising Assumptions for Cannabis SEP Entrepreneurs

Avg Hrs / Session	1.2
Avg Hrs / Client	7.0

While the typical session will be narrower and more focused than our typical past clients, we expect the overall hours per session for this project will remain the same at 1.2 hours per session.

The average hours per session with SBDC clients are as high as 10.2 hours because SmbizAdvisory specializes in forecasting and finance for clients of SBDC who seek access to capital. This often entails recasting their financial statements, working with the client's bookkeeper or accountant, and producing projections of their pro forma financial statements for bank underwriters to receive a better understanding of the business's future financial health.

While SmbizAdvisory does not know the capacity of the City's Cannabis SEP entrepreneurs, we will adopt the unwritten adage from the SBDC who has a guideline of 7 hours per client as the figure to adopt in gauging the typical client and their hours with the SBDC.

The proposed rate per hour: \$150.00

Table 4. Proposed Budget Along with Buffer

SEP Entrepreneurs	50	Advising Hours / Client	7
Percentage Engaged w Advising	75%		
37 Entrepreneurs X 7 Hours of Advising X 150 Rate per Hour = \$38,850			
22 percent buffer (\$50,000 budget for each Priority Area)			

The 22 percent buffer captures a few big unknowns in the follow in areas:

- Finance and business capacity of the Cannabis SEP entrepreneurs; there is a possibility that each entrepreneur would consume more than 7 hours of advising on average
- The hours required for City of Long Beach team meetings and events
- The hours required to submit report(s) to the City of Long Beach

The proposed budget reflects the inaugural Cannabis SEP Advising project for the City of Long Beach and SmbBizAdvisory expects to be amenable to frequent changes and direction accordingly.



The rate reflects the level of experience we have in advising small business owners especially with our roots having sprouted from the City of Long Beach itself and our achievements with small business owners in the LA region.

Our company is also on the bench with the City of LA's Cannabis SEP project (*see Appendix 3, City of LA Cannabis SEP, Selected Consultant and Appendix 4, EastWest Enterprises Org Hierarchy for City of LA Cannabis SEP Project*). Our rate reflects a similar pricing model albeit this particular RFP for the City of Long Beach is much narrower.

Available hours for the project: Up to 40 hours per week or 173 hours per month.

## Appendices

### Appendix 1. SBDC Advising Tally (Jan 2019 – May 2021)

Activity Summary
<div>  1/1/2019 - 5/31/2021 Business Advisors: Rithya S Tang </div>
Counseling: 2588 Initial/New: 266 Follow-up: 2120 Other: 202
Contact Time: 1,916.25 hours Preparation: 1,157.32 hours Travel: 0 hours
Contact Types 
Client Site (face-to-face): 85 Phone: 954 Online (email or chat): 1164 Update: 70 Video-conferencing (face-to-face): 170 eCenter: 1 Center Site (face-to-face): 142 Sub-Center Site (face-to-face): 2

### Appendix 2. SBDC Clients Tally (Jan 2019 – May 2021)

Rithya's Clients	View
302 Clients	

# EXHIBIT "C"

City's Representative:

Jimmy Villarreal, Cannabis Equity Program Specialist

(562) 570-5358

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee:

Rithya S. Tang