

AGREEMENT

35495

THIS AGREEMENT is made and entered, in duplicate, as of February 21, 2020, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on February 4, 2020, by and between TRUTH BE TOLD POLYGRAPH, LLC, a California limited liability company ("Contractor"), with a place of business at 407 W. Imperial Hwy. Suite H-213, Brea, CA 92821, and the CITY OF LONG BEACH, a municipal corporation ("City").

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

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals Number PD19-001 ("RFP"), 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", 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, in an annual amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000), at the rates or charges shown in Exhibit "B".

B. City shall pay Contractor in due course of payments following

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

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

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

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

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

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

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

14 3. COORDINATION AND ORGANIZATION.

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

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

28 4. INDEPENDENT CONTRACTOR. In performing its services,

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

12 5. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

26 H. The procuring or existence of insurance shall not be construed
27 or deemed as a limitation on liability relating to Contractor's performance or as full
28 performance of or compliance with the indemnification provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 17. PREVAILING WAGES.

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

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

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

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

13 19. INDEMNITY.

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

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

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

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

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

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

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

25 22. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

TRUTH BE TOLD POLYGRAPH, LLC, a
California limited liability company

MARCH 4, 2020

By Yolanda Sello
Name YOLANDA GELLUS
Title Manager

_____, 2020

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

March 12 2020

By Rebecca L. Yaman
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

This Agreement is approved as to form on March 10, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Scope of Work/Services



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

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

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

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

See Section 4 for instructions on submitting proposals.

Company Name Truth Be Told Polygraph, LLC Contact Person Yolanda Gellis

Address 407 W. Imperial Hwy. H-213 City Brea State CA Zip 92821

Telephone (562) 900-4285 Fax (714) 882-5130 Federal Tax ID No.

E-mail: tbtpolygraph@yahoo.com

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

I have read, understand, and agree to all terms and conditions herein. Date 3/14/2019

Signed *Yolanda Gellis*

Print Name & Title Yolanda Gellis, Manager

Rev 2016 0919

truth be told **POLYGRAPH**

Part 1 – Proposal and Statement of Qualifications

The purpose of this proposal is to provide a comprehensive outline of pre-employment polygraph services that will be provided to the Long Beach Police Department (LBPD). It is the intent of Truth Be Told Polygraph (TBT), LLC, (the Company) to support the City of Long Beach, along with the LBPD, by providing a professional opinion, which can be utilized for consideration in selecting the most viable candidates for employment. The Company, and its subcontractor examiners, are committed to the terms, conditions of this RFP and Pro Forma Agreement, and acknowledge receipt of any and all amendments to this RFP.

Since its inception in 2008, the Company has performed in excess of eight-thousand pre-employment and specific issue examinations for law enforcement and fire agencies within the State of California. The Company's main office is conveniently located in Orange County, with two additional offices located in Los Angeles County.

The owner of the Company, Yolanda Gellis, along with five subcontractor examiners, have prior law enforcement experience ranging from thirteen, to thirty years. Examiners possess extensive investigative expertise, which includes conducting investigations related to robbery/homicide, narcotics, forgery/fraud, and pre-employment. These highly qualified examiners utilize recognized polygraph interview techniques and are proficient in the use of polygraph equipment. All examiners currently provide pre-employment polygraph services for the following agencies, the Los Angeles County Sheriff's Department, Orange County Sheriff's Department, Riverside County Sheriff Department, Los Angeles County Probation Department and several municipal law enforcement agencies within the listed counties.

The Company provides superior testing services, and makes every effort to provide the applicant an environment where he or she feels comfortable, while conforming to individual agency requests. Reports reflecting the results of the examination, and all supporting documents will be forwarded to the LBPD within 24 to 48 business hours. Utilizing subcontractor examiners affords the Company the unique ability to easily ramp up, or scale down testing services based solely upon the demands of a particular agency's hiring needs. Examiners have completed a basic course in the art and science of polygraphy by American Polygraph Association accredited academies, and routinely attend ongoing training to maintain a high level of proficiency, keeping abreast of advancements within the profession. The Company strictly adheres to the Department of Justice standards related to Americans with Disabilities Act.

At the time of the submission of this RFP, The Company remains in good-standing with all agencies we provide services to, and professional references are included. The Company has no employees; utilizing the services of subcontractors on an as-needed basis.

Truth Be Told Polygraph
407 W. Imperial Hwy. Suite H-213 Brea, CA 92821
(562) 900-5366



NARRATIVE and TECHNICAL PROPOSAL

Project Understanding and Approach

4.11.2 (referencing requirements of section 3)

As the Manager and Lead Examiner of Truth Be Told Polygraph, LLC (the Company), I, Yolanda Gellis, understand the City of Long Beach – Police Department conducts thorough background investigations on potential sworn and civilian applicants considered for hire. I understand as a contractor, the Company will provide polygraph examinations on an "as needed" basis during the term of the contract. The Company is able to conduct comprehensive pre-employment polygraph examinations for both sworn and civilian applicants. The examinations will cover illegal activity. Examiners can adjust standard formats used, provided the changes fall within acceptable industry standards.

Examiners have completed a basic course in the art and science of polygraphy by American Polygraph Association accredited academies. Examiners are current or former law enforcement officers with no less than thirteen years through thirty years of field and/or investigative experience. Each examiner maintains, or will obtain, the appropriate limits of insurance.

Examiners may, during primarily busy testing times, conduct up to five examinations per day. The Company may provide up to twelve examinations per day, per the contract requirements. The Company contracts with several examiners and we are capable of conducting as many as 300-400 examinations within an approximate two (2) month time period to meet the requirements of the Long Beach Police Department's hiring process.

The Company utilizes several private offices within the city of Brea, and other off-site private offices to conduct testing. Private waiting/intake rooms are provided at each office, as well as separate, and private examination rooms.

The Company utilizes a standardized pre-polygraph questionnaire called a Personal History Statement (PHS). The applicant-completed questionnaires, with examiners notes, are forwarded to the agency upon completion of final report.

Reports reflecting the results of the examination, along with the PHS and applicant statements related to admissions for Significant Response opinions are forwarded via a secure portal, typically within 24 to 48 business hours.

All interviews and testing are audio/video recorded. A digital copy of the examination is available and will be provided upon the request from the agency, within hours.

truth be told **POLYGRAPH**

Fees related to a "basic and specific issue" polygraph examinations are included in the second contract section labeled, "Cost Proposal."

The Company and all contractors with access to the City of Long Beach polygraph examination reports and material will/have been required to sign a confidentiality agreement.

Approach:

At the request of an authorized City of Long Beach Police Department representative, the potential applicant for employment is scheduled for an appointment at the earliest convenience of both parties. The Long Beach Police Department representative provides a "Polygraph Examination Preparation" form to the applicant. This document provides instructions so the applicant is properly prepared to present for testing. At the time of the appointment, the applicant is required to read and sign a consent form, and complete the PHS document. The applicant is then interviewed to confirm written and/or verbal statements made are truthful. Once the interview is complete, the applicant is tested. After acceptable testing data is collected, an initial assessment is determined. A Quality Control (QC) assessment is conducted on all opinions rendered. Upon completion, the Company forwards the results, in the form of a report to LBPd.

Organization:

Yolanda Gellis is the lead examiner, and manager for the Company. Yolanda, along with the primary examiners, maintain the required qualifications defined within the contract. She attended Marston Polygraph Academy in San Bernardino, California, which is an accredited American Polygraph Association academy, and graduated in May of 2008. She currently possesses, and will maintain the current general and professional liability requirements. She is a member of the American Association of Police Polygraphists, and the California Association of Polygraph Examiners.

The following subcontractors provide services to the Company; please refer to the Appendix section for their resume information. Anselmo R. Angulo, Maria C. Reiley, John L. Booth and Enrique L. Sanchez are the Company's four current subcontracted examiners, who provide polygraph testing in the Brea offices. Anselmo R. Angulo also conducts testing in the San Dimas, California office, and Enrique L. Sanchez conducts testing in the Pomona, California office.

Pablo Partida is currently attending Vollmer Polygraph Academy, and he expects to graduate in March of 2019. Upon graduation, Yolanda Gellis will mentor him, through a structured mentoring process, to conduct pre-employment and specific issue polygraph testing, qualifying him to meet the contract requirements.

truth be told **POLYGRAPH**

Should the Company contract additional examiners to cover testing needs, or replace any of the listed examiners, the LBPD will be notified. The new examiners qualifications will be provided for review, ensuring they meet the required qualifications described within the contract.

4.11.3 Primary Contractor Information

Company Ownership:

The Company was established on May 25, 2008 and became an LLC on May 25, 2010; the Company is owned by Yolanda Gellis. She is the sole member of the LLC, and the sole manager of said Company. Articles of Organization were filed with the Office of the California Secretary of State and shall perpetually continue in existence unless dissolved. (See Appendix, page for proof of SOS).

Location of the Company office and subcontractor offices:

Physical address: 1033 East Imperial Highway, Suite E-10 Brea, California 92821
Subcontractor: 451 West Bonita Avenue, Suite #12, San Dimas, California 91773
Subcontractor: 300 S. Park Avenue, Suite #806 Pomona, California 91766

No employee statement:

The Company does not have employees. All subcontractor information has been forwarded to the EDD (Employment Development Department), as required when contractor services were first acquired. Subcontractors are provided a 1099 form for each calendar year. None of the examiners reside in the City of Long Beach.

Location from which employees will be assigned:

Examiner's Gellis, Angulo, Reiley, Booth, Sanchez and Partida provide testing at the Brea offices. Examiner Angulo conducts testing from the San Dimas and Brea offices and Examiner Sanchez conducts testing from the Pomona office, and occasionally, from the Brea office.

Point of Contact:

Yolanda Gellis, owner and manager of the Company (Resume Page 1 of Appendix)
Mailing Address: 407 West Imperial Avenue, Suite H-213 Brea, California 92821
Physical Address: 1033 East Imperial Highway, Suite E-10 Brea, California 92821
Business telephone: (562) 900-5366
Alternate telephone (not for public release): (562) 900-4285
Business fax number: (714) 882-5130
Email address: tbtpolygraph@yahoo.com Web address: www.tbtpolygraph.com

truth be told **POLYGRAPH**

Company background/history/qualifications:

In 2008, the Company was established by Yolanda Gellis. She was hired by the Riverside County Human Resources Department to conduct pre-employment polygraph testing. The Company also provided private and attorney-requested polygraph examinations. The Company was also contracted to provide post-conviction sex offender polygraphs to parolees and Los Angeles County Probation Department probationers. In time, municipal police agencies sought the Company's polygraph services for pre-employment testing. The Company examiner, and subcontractors have conducted approximately 12,000-13,000 polygraphs, since 2008.

On May 25, 2010, the Company became an LLC, and currently maintains contracts for pre-employment polygraph services with the following law enforcement agencies; the Long Beach Police Department (LBPD), since 2012, the Los Angeles County Sheriff's Department (LASD), since 2011, the Huntington Beach Police Department, since 2011, the Fullerton Police Department, since 2013, the Palm Springs Police Department, since 2011, the University of California at Los Angeles Police Department, since 2012, the Los Angeles County Probation Department, since 2016, the City of Downey Fire Department, since 2014, the Indio Police Department, since 2015, the Montebello Police Department, as needed, since 2015, the Port of Long Beach, since 2015, La Palma Police Department, since 2015, and the California State University Fullerton Police Department, since 2018. No matter the size of the agency requesting our services, each department is provided timely service so that no applicant must wait extended periods to complete their testing. This Company provides superior quality testing services, with unbiased opinions based upon the physiological data provided by each individual tested and utilizes Quality Control procedures.

Staffing Resources and Qualifications 4.11.3

The following examiners are contracted by the Company to perform polygraph testing. All examiners were contacted and confirmed they are available for testing within contract terms. Please refer to Appendix for resumes of the listed examiners.

Anselmo R. Angulo provides polygraph testing in the Brea and San Dimas offices. He is a retired Los Angeles County Sheriff's Deputy. Ryan is the Lead Examiner and Supervisor for the Riverside County Sheriff's Department (RCSD). He conducts pre-employment, private attorney, sex offender and RCSD criminal polygraphs.

Maria C. Reiley provides polygraph testing in the Brea office. She is a Deputy Sheriff with the Los Angeles County Sheriff's Department. Maria is a polygraph examiner for this agency, and she is responsible for conducting pre-employment and criminal polygraph testing. Maria also performs QC for LASD polygraph results.

truth be told **POLYGRAPH**

John. J. Booth provides testing in the Brea office. John retired from the Palm Springs Police Department at the rank of Lieutenant. While with this agency, John conducted interviews for criminal matters, administrative investigations, and was a background investigator.

Enrique L. Sanchez provides testing in the Brea office. Enrique is a retired police officer with the Azusa Police Department, with thirty-three years of investigative experience. He currently holds contracts with the Los Angeles County Sheriff's Department, the Los Angeles Regional Criminal Information Clearinghouse and the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force.

Pablo Partida is sergeant with the Los Angeles County Sheriff's Department, assigned to the Pico Rivera station. Pablo is currently attending the Vollmer Polygraph Academy in Yorba Linda, California. Pablo will be assigned to Yolanda Gellis to mentor. He has extensive investigative experience and has been in law enforcement since 1995.

PLEASE SEE APPENDIX FOR RESUMES ON THE LISTED EXAMINERS

Section 7 Project Specifications – explained throughout this proposal

Section 8 Warranty & Maintenance: Per RFP N/A

Company Background and References

Section 9

9.1:

Does this proposal include the use of subcontractors?

Yes ☒ No ☐ Initials YG

9.1.1:

Anselmo R. Angulo, Maria Reiley, John Booth, Enrique Sanchez, and Pablo Partida, will conduct comprehensive polygraph examinations for sworn and/or civilian applicants when requested by the City. Examiners have received a copy, and attest they have read the RFP and will abide by its rules (see Appendix for agreements).

truth be told
POLYGRAPH

Long Beach Police Department

Linda Warren, Academy

Project Description: Pre-employment polygraph testing

Project Start and End dates: 2012-ongoing

Examiners Angulo, Reiley, Booth and Sanchez have provided testing for LBPD

Business telephone: (562) 570-5959

Huntington Beach Police Department

Joel Petersen, Background Investigator

Project Description: Pre-employment polygraph testing

Project Start and End dates: 2011-ongoing

Examiners Angulo, Reiley, Booth and Sanchez have provided testing for HBPD

Business telephone: (714) 536-5936

University of California, at Los Angeles Police Department

Mary Freund, Background Investigator

Project Description: Pre-employment polygraph testing

Project Start and End dates: 2012-ongoing

Examiners Angulo, Booth and Sanchez have provided for UCLA PD

Telephone: (310) 206-8883

The Company possesses a City of Brea business license, #030517, which expires December 31, 2019.

12 ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE AND 13 TERMS, CONDITIONS AND EXCEPTIONS

Should this contract be awarded, the Company agrees to abide by all the requirements outlined in this RFP, where applicable.

13 TERMS, CONDITIONS AND EXCEPTIONS

Please see Required Attachments and Forms, per the RFP, pages 12-29

truth be told
POLYGRAPH

APPENDIX

• Yolanda Gellis Resume	1
• Anselmo R. Angulo Resume	2
• Maria C. Reiley Resume	3
• John J. Booth Resume	4
• Enrique Sanchez Resume	5
• Pablo Partida Resume and RFP Acknowledgment form	6
• Profit or Loss from Business	7-11

ATTACHMENTS and FORMS (required – not included in document count)

• Attachment A – Certification of Compliance with Terms of RFP	12
• Attachment C – Statement of Non-Collusion	13
• Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification	14-15
• W-9	16
• Attachment F – Secretary of State Certification #20104710111	17-18
• Attachment G – Equal Benefits Ordinance Disclosure	19-20
• Equal Benefits Ordinance Certification of Compliance	21-22
• Attachment H – Insurance Requirements	23-24
• Addendum No. 1 Notice to Proposers Acknowledgment	25-26
• Anselmo R. Angulo RFP Acknowledgment form (Section 13.16)	27
• Maria C. Reiley RFP Acknowledgment form (Section 13.16)	28
• John J. Booth RFP Acknowledgment form (Section 13.16)	29
• Enrique Sanchez RFP Acknowledgment form (Section 13.16)	30
• Pablo Partida RFP Acknowledgment form (Section 13.16)	31



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

Attachment A

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

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

SIGNATURE Yolanda Sell

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

EXCEPTION SUMMARY FORM

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



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

Attachment C

Statement of Non-Collusion

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

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

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

3/14/2019

Authorized Signature & Date

Yolanda Gellis, Manager

Print Name & Title



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

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

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

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

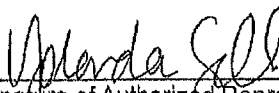
If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested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

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

Truth Be Told Polygraph, LLC
Business/Contractor/Agency

Yolanda Gellis
Name of Authorized Representative

Manager
Title of Authorized Representative


Signature of Authorized Representative

3/14/2019
Date

r20141001



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

Acceptance of Certification

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

Instructions for completing the form, Attachment –Debarment Certification

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

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

Rev 12.11.13



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

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

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Truth Be Told Polygraph, LLC

2 Business name/disregarded entity name, if different from above
Volanda Gellis

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☒ Individual sole proprietor or single-member LLC
☐ Partnership
☐ S Corporation
☐ C Corporation
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=partnership) ▶ _____
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

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

5 Address (number, street, and apt. or suite no.)
407 W. Imperial Hwy. Ste. H-213

6 City, state, and ZIP code
Brea, CA 92821

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
_____-_____-_____
or
Employer identification number
_____-_____-_____-_____-_____-_____-_____-_____-

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

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

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

Sign Here _____ Signature of U.S. person ▶ *Volanda Gellis*

Date ▶ **3/14/2019**

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

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

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

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

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

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

By signing the filled-out form, you:

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

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Sunday, February 24, 2019. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

201014710111 TRUTH BE TOLD POLYGRAPH, LLC

Registration Date:	05/25/2010
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC
Status:	ACTIVE
Agent for Service of Process:	YOLANDA GELLIS
	1033 E IMPERIAL HWY STE E-10 #D
	BREA CA 92821
Entity Address:	1033 E IMPERIAL HWY STE E-10 #D
	BREA CA 92821
Entity Mailing Address:	407 W IMPERIAL HWY STE H-213
	BREA CA 92821
LLC Management	One Manager

A Statement of Information is due EVERY EVEN-NUMBERED year beginning five months before and through the end of May.

Document Type	↕ File Date	↕ PDF
SI-NO CHANGE	05/08/2018	
SI-COMPLETE	04/03/2014	
REGISTRATION	05/25/2010	

* Indicates the information is not contained in the California Secretary of State's database.

Note: If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#)

[New Search](#)

[Back to Search Results](#)

EQUAL BENEFITS ORDINANCE DISCLOSURE

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

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

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

Printed Name: Yolanda Gellis Title: Manager

Signature:  Date: 3/14/2019

Business Entity Name: Truth Be Told Polygraph, LLC

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Truth Be Told Polygraph, Inc. Federal Tax ID No. [REDACTED]
Address: 407 W. Imperial Hwy. Ste. H-213
City: Brea State: CA ZIP: 92821
Contact Person: Yolanda Gellis Telephone: 452-900-5366
Email: tbtpolygraph@yahoo.com Fax: 714-882-5130

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. XX Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes No N/A
(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 N/A
- 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.) N/A
- 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 N/A
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date: N/A

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

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

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

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

 Yes No N/A

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 14th day of March, 2019 at 9:00 am

Name Yolanda Gellis Signature Yolanda Gellis

Title Manager Federal Tax ID No. [REDACTED]



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

ATTACHMENT H

INSURANCE REQUIREMENTS

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

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



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

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

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

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

Printed Name: Yolanda Gellis Title: Manager
Signature: *Yolanda Gellis* Date: 3/14/2019



City of Long Beach

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

March 6, 2019

NOTICE TO PROPOSERS

ADDENDUM NO. 1:

RFP No. PD 19-001 Polygraph Services

This addendum changes and supersedes the language in the original RFP. Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.

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

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

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

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

A: It is to be submitted with your Proposal.

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

A: No, only upon award.

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

A: Two

Addendum No. 1 – Polygraph Services RFP PD19-001

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

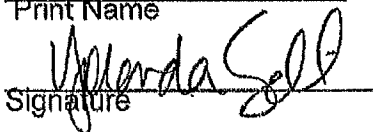
A: You are not required to be licensed in the City of Long Beach to submit a proposal. That would be after award of a contract.

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

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

PREPARED BY: Michelle King, Buyer II

ACKNOWLEDGED BY: Truth Be Told Polygraph, LLC
Company Name

Yolanda Gellis
Print Name

Signature

Manager
Title
3/14/2019
Date

ACKNOWLEDGMENT

Armando Ryan Aranda ("Examiner") is a party to an Independent Contractor Agreement ("IC Agreement") between Examiner and Truth Be Told Polygraph, LLC, a California limited liability company ("TBT"). TBT has responded to the City of Long Beach Request for Proposals Number PD19-001 for Polygraph Services (the "RFP"). Examiner has read the RFP and, as a condition for TBT to allow Examiner to continue to provide services pursuant the IC Agreement, Examiner agrees to abide by TBT's obligations in any contract awarded to TBT pursuant to the RFP.

EXAMINER:

*[Use the following form of signature block if
Examiner is an individual.]*

Signature: _____

Print Name: _____

*[Use the following form of signature block if
Examiner is an entity.]*

[a/an] _____

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

MARIA REILEY ("Examiner") is a party to an Independent Contractor Agreement ("IC Agreement") between Examiner and Truth Be Told Polygraph, LLC, a California limited liability company ("TBT"). TBT has responded to the City of Long Beach Request for Proposals Number PD19-001 for Polygraph Services (the "RFP"). Examiner has read the RFP and, as a condition for TBT to allow Examiner to continue to provide services pursuant the IC Agreement, Examiner agrees to abide by TBT's obligations in any contract awarded to TBT pursuant to the RFP.

EXAMINER:

*[Use the following form of signature block if
Examiner is an individual.]*

Signature: Maria Reiley

Print Name: MARIA REILEY

*[Use the following form of signature block if
Examiner is an entity.]*

[a/an] _____

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

John Booth ("Examiner") is a party to an Independent Contractor Agreement ("IC Agreement") between Examiner and Truth Be Told Polygraph, LLC, a California limited liability company ("TBT"). TBT has responded to the City of Long Beach Request for Proposals Number PD19-001 for Polygraph Services (the "RFP"). Examiner has read the RFP and, as a condition for TBP to allow Examiner to continue to provide services pursuant the IC Agreement, Examiner agrees to abide by TBT's obligations in any contract awarded to TBT pursuant to the RFP.

EXAMINER:

*[Use the following form of signature block if
Examiner is an individual.]*

Signature: _____

Print Name: _____

JOHN BOOTH

*[Use the following form of signature block if
Examiner is an entity.]*

[a/an] _____

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

Enrique Sanchez ("Examiner") is a party to an Independent Contractor Agreement ("IC Agreement") between Examiner and Truth Be Told Polygraph, LLC, a California limited liability company ("TBT"). TBT has responded to the City of Long Beach Request for Proposals Number PD19-001 for Polygraph Services (the "RFP"). Examiner has read the RFP and, as a condition for TBT to allow Examiner to continue to provide services pursuant the IC Agreement, Examiner agrees to abide by TBT's obligations in any contract awarded to TBT pursuant to the RFP.

EXAMINER:

*(Use the following form of signature block if
Examiner is an individual.)*

Signature:

Print Name:

*(Use the following form of signature block if
Examiner is an entity.)*

[a/an]

By.

Print Name:

Title:

ACKNOWLEDGMENT

PABLO PARTIDA ("Examiner") is a party to an Independent Contractor Agreement ("IC Agreement") between Examiner and Truth Be Told Polygraph, LLC, a California limited liability company ("TBT"). TBT has responded to the City of Long Beach Request for Proposals Number PD19-001 for Polygraph Services (the "RFP"). Examiner has read the RFP and, as a condition for TBT to allow Examiner to continue to provide services pursuant the IC Agreement, Examiner agrees to abide by TBT's obligations in any contract awarded to TBT pursuant to the RFP.

EXAMINER:

*[Use the following form of signature block if
Examiner is an individual.]*

Signature: 

Print Name: PABLO PARTIDA

*[Use the following form of signature block if
Examiner is an entity.]*

[a/an] _____

By: _____

Print Name: _____

Title: _____

EXHIBIT “B”

Rates or Charges

Section 10 COST Proposal

10.2 FEE AMOUNTS:

(a.) Flat rate per Polygraph Examination:

- \$225

(b.) Specific Issue re-testing:

- \$225

(c.) "No-Show" / Late cancellation fee:

- \$100

(d.) No Additional Fees

(e.) N/A

10.3 PROVIDE THE FOLLOWING:

(a) Testing Locations;

- 1033 East Imperial Highway, Suite #E-10
Brea, California 92821
Business telephone: (562) 900-4285
- 451 West Bonita Avenue, Suite #12
San Dimas, California 91773
Business telephone: (909)239-8631
- 300 South Park Avenue, Suite #806
Pomona, California 91766
Business telephone: (626) 407-5529

Note: Future locations may be added as the Company's subcontractor roster expands. Any future locations will be in compliance with **Section 3.1.4 Required Facilities.**

(b) Maximum Number of Examinations Per Day:

- The Company can perform (5) to (12); a per day; and can average 40-50 examinations per week.

(c) Number of Weeks Necessary to complete 300-400 Examinations:

- The Company would require (6) to (10) weeks; as this number may vary due to vacations, holidays and unforeseen circumstances.

EXHIBIT “C”

City’s Representative:

Leslie Bruce, Finance Administrator,

Police Department

(562) 570-5391

EXHIBIT “E”

Contractor’s Key Employee:

Yolanda Gellis

562-900-4285

tbtpolygraph@yahoo.com