

AGREEMENT

**34967**

THIS AGREEMENT is made and entered, in duplicate, as of May 23, 2018, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on April 17, 2018, by and between STEVEN BECKMAN INVESTIGATIONS, INC. DBA PAUL CHANCE PRIVATE INVESTIGATIONS, a California corporation ("Contractor"), with a place of business at P.O. Box 70118, Riverside, CA 92513, and the CITY OF LONG BEACH, a municipal corporation ("City").

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

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals No. PD17-044, incorporated herein by this reference ("RFP"), and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

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

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

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in the RFP and 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 Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00), 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 June 1, 2018, and shall terminate at 11:59 p.m. on June 1, 2020, unless sooner terminated  
11 as provided in this Agreement, or unless the services or the Project is completed sooner.  
12 The parties have the option to extend the term for two (2) additional one-year periods at  
13 the discretion of City Manager.

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 Steven R. Beckman. City shall have the right to approve any person  
26 proposed by Contractor to replace that key employee.

27 4. INDEPENDENT CONTRACTOR. In performing its services,  
28 Contractor is and shall act as an independent contractor and not an employee,

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

11 5. INSURANCE.

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

19 (a) Commercial general liability insurance (equivalent in scope to  
20 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
21 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
22 coverage shall include but not be limited to broad form contractual liability,  
23 cross liability, independent contractors liability, and products and completed  
24 operations liability. City, its boards and commissions, and their officials,  
25 employees and agents shall be named as additional insureds by  
26 endorsement (on City's endorsement form or on an endorsement equivalent  
27 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
28 shall contain no special limitations on the scope of protection given to City,

1 its boards and commissions, and their officials, employees and agents. This  
2 policy shall be endorsed to state that the insurer waives its right of  
3 subrogation against City, its boards and commissions, and their officials,  
4 employees and agents.

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

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

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

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

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

28 D. If this coverage is written on a "claims made" basis, it must

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

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

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

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

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

28 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement

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

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

21 8. MATERIALS. Contractor 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 Contractor's obligations under this Agreement,  
24 except as stated in Exhibit "C".

25 9. OWNERSHIP OF DATA. All materials, information and data  
26 prepared, developed or assembled by Contractor or furnished to Contractor 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 memoranda ("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 Contractor. Copies of Data  
5 may be retained by Contractor but Contractor 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 notice to the other party. In the event of termination under this Section, City shall pay  
11 Contractor for services satisfactorily performed and costs incurred up to the effective date  
12 of termination for which Contractor has not been previously paid. The procedures for  
13 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
14 termination, Contractor shall deliver to City all Data developed or accumulated in the  
15 performance of this Agreement, whether in draft or final form, or in process. And,  
16 Contractor acknowledges and agrees that City's obligation to make final payment is  
17 conditioned on Contractor's delivery of the Data to City.

18           11. CONFIDENTIALITY. Contractor shall keep all 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, Contractor 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. Contractor shall not disclose  
24 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
25 of others except for the purpose of this Agreement.

26           12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a  
27 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor  
28 knew prior to the time City disclosed it; or (b) is or becomes publicly available without



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

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

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

1 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

19 17. PREVAILING WAGES.

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

26 B. In all bid specifications, contracts and subcontracts for any  
27 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
28 wages and the general prevailing rate for holiday and overtime work in this locality

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

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

12 19. INDEMNITY.

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

26 B. In addition to Consultant's duty to indemnify, Consultant shall  
27 have a separate and wholly independent duty to defend Indemnified Parties at  
28 Consultant's expense by legal counsel approved by City, from and against all

1 Claims, and shall continue this defense until the Claims are resolved, whether by  
2 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
3 breach, or the like on the part of Consultant shall be required for the duty to defend  
4 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
5 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
6 in the defense.

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

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

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

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

23 22. NONDISCRIMINATION.

24 A. In connection with performance of this Agreement and subject  
25 to applicable rules and regulations, Contractor shall not discriminate against any  
26 employee or applicant for employment because of race, religion, national origin,  
27 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
28 disability. Contractor shall ensure that applicants are employed, and that employees

1 are treated during their employment, without regard to these bases. These actions  
2 shall include, but not be limited to, the following: employment, upgrading, demotion  
3 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
4 or other forms of compensation; and selection for training, including apprenticeship.

5 23. 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 24. 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 Contractor at the address first stated above, and to City at  
7 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
8 to the City Clerk at the same address. Notice of change of address shall be given in the  
9 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 25. COPYRIGHTS AND PATENT RIGHTS.

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

14 B. City reserves the exclusive right to seek and obtain a patent  
15 or 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,  
22 liability, causes of action, costs or expenses (including reasonable attorneys' fees)  
23 whether or not reduced to judgment, arising from any breach or alleged breach of  
24 this warranty.

25 26. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
26 that Contractor has not employed or retained any entity or person to solicit or obtain this  
27 Agreement and that Contractor 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 Contractor

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           27. 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           28. 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 18, 21 and 28 prior to termination or expiration of this Agreement.

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

21           30. ADVERTISING. Contractor 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           31. 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 Contractor relating to this Agreement.

28           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.

STEVEN BECKMAN INVESTIGATIONS,  
INC. DBA PAUL CHANCE PRIVATE  
INVESTIGATIONS, a California  
corporation

June 11, 2018

By Steven R. Beckman  
Name Steven R. Beckman  
Title President / CFO

June 22, 2018

Tom Modica  
Assistant City Manager

By Cynthia A. Beckman  
Name Cynthia A. Beckman  
Title Vice President / Secretary

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

July 10, 2018

By [Signature]  
City Manager

"City"

This Agreement is approved as to form on June 28, 2018.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy



# EXHIBIT “A”

## Scope of Work/Services




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

**City of Long Beach**  
**Request For Proposals Number PD17-044**  
**For**  
**Background Investigation Services**

|                            |            |
|----------------------------|------------|
| Release Date:              | 03/23/2017 |
| Questions Due to the City: | 03/28/2017 |
| Posting of the Q & A:      | 04/03/2017 |
| Due Date:                  | 04/11/2017 |

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

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

Steven Beckman Investigations, Inc.  
Company Name dba Paul Chance Private Investigations Contact Person Steven R. Beckman  
Address P.O. Box 70118 City Riverside State CA Zip 92513  
Telephone ( 951 ) 688-1090 Fax ( 951 ) 688-2447 Federal Tax ID No [REDACTED]  
E-mail: steve@sbeckmanpi.com; case@sbeckmanpi.com  
Prices contained in this proposal are subject to acceptance within 90 calendar days.  
I have read, understand, and agree to all terms and conditions herein. Date April 4, 2017  
Signed   
Print Name & Title Steven R. Beckman, President/Chief Financial Officer

Rev 2016 0919



STEVEN BECKMAN INVESTIGATIONS, INC.  
DBA PAUL CHANCE PRIVATE INVESTIGATIONS  
PI-24595

Cover Letter (4.11.1)

April 4, 2017

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

Request for Proposal No.: RFP PD17-044  
Title: Background Investigation Services

Attention Michelle King:

We are submitting the enclosed proposal in response to the Request for Proposal for Background Investigation Services, RFP No. PD17-044. Per the requirements, enclosed are all requested documents and information pertaining to this RFP. In regards to this proposal, the following individual is hereby authorized to negotiate with the City on behalf of Steven Beckman Investigations, Inc. dba Paul Chance Private Investigations:

Steven R. Beckman  
President/Chief Financial Officer  
P.O. Box 70118  
Riverside, CA 92513  
Office: (951) 688-1090  
Email: [steve@sbeckmanpi.com](mailto:steve@sbeckmanpi.com)

Steven Beckman, Retired Police Lieutenant, became President of Paul Chance Private Investigations in 2006 and incorporated the business in February 2007. Steven Beckman Investigations, Inc. dba Paul Chance Private Investigations is a licensed private investigations company in the State of California. We began conducting Public Safety Background Investigations in 2006. Please see Steven Beckman's attached Curriculum Vitae referencing experience and qualifications.

We are thoroughly familiar with the many facets of conducting background investigations to include comprehensive Public Safety Backgrounds and Civilian Backgrounds. In addition to the City of Long Beach, we have also conducted background investigations for Chino Police Department, City of San Marino Police Department, Carlsbad Police Department, Chino Valley Independent Fire District, Rancho Cucamonga Fire Protection District, City of Norco, and Huntington Beach Police Department. Our Public Safety Background Investigations are in compliance with Peace Officer Standards and Training (POST) and California Background Investigators' Association (CBIA) guidelines.

As a current vendor, we are familiar with the background process for the City of Long Beach and have contoured our background investigations to your agency guidelines. We have a good working relationship with department personnel and have a cadre of Background Investigators who are either current Police Officers or Retired Law Enforcement and POST certified.

We are members of the California Background Investigators' Association and California Association of License Investigators (CALI). We attend courses to ensure our training is up to date and we strive to keep our investigators current on the changes in laws pertaining to background investigations.

We realize that a proper background investigation requires due diligence and adherence to the best accepted practices of conducting public safety backgrounds. We will continue to make contact and communicate with the corresponding unit or division who assigns us the investigation. We immediately report disqualifying information so your agency can make the appropriate determination rather than continue with a non productive investigation.

We understand the importance and responsibility of conducting background investigations for Public Safety and Civilian positions and guarantee you will continue to receive the highest quality work product within the agreed upon time frame. We accept the terms and conditions of this Request for Proposal and Pro Forma Agreement and acknowledge receipt of all amendments and/or addenda to this Request for Proposal. There are no exceptions to this RFP. Thank you for the opportunity to submit our proposal outlining our quality services, company history and many years of experience in the field of investigations.

The undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of Steven Beckman Investigations, Inc. dba Paul Chance Private Investigations.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Steven R. Beckman". The signature is stylized with a large, looped "S" and "B".

Steven R. Beckman, President

Enclosures

SRB/cb

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**Project Understanding and Approach (4.11.2)**

Once a background investigation is received by our office, the Personal History Statement is reviewed and an investigator is assigned. We then collaborate and discuss our investigative strategy before beginning the investigation. Upon completion, the investigation is then placed into reporting format and submitted to our office for review and processing. Communication between field investigators and office management is continuous throughout the background investigation process. All background investigations are conducted by competent qualified/POST Certified investigators.

The following steps are conducted during the background investigations process:

1. Obtain the following documents from the City of Long Beach regarding the Applicant:
  - ◇ Personal History Statement (PHS)
  - ◇ Pre-Employment Background Investigation Questionnaire (PEBQ)
  - ◇ Signed/Notarized Waiver of Release
  - ◇ DMV Printouts
  - ◇ Credit Report
  - ◇ Local Law Enforcement Agency Checks (As required)
  - ◇ Polygraph Examination Results/Pre-Polygraph Interview (if required)
2. Conduct an in-person interview with the Applicant. Verify the information on the PHS and obtain the Applicant's photograph. Request and verify the following valid, certified and/or original items:
  - ◇ Driver's License
  - ◇ Social Security Card
  - ◇ Birth Certificate
  - ◇ Citizenship Requirement
  - ◇ Marriage Certificate
  - ◇ Marriage Dissolution Records
  - ◇ Automobile Insurance Declarations Page
  - ◇ Work/Education/Training Certificates
  - ◇ High School/College Transcripts
  - ◇ Selective Service Registration/Military Discharge
3. Review DOJ Livescan Results, Firearms Clearance Letter, and local records checks. Conduct Social Media activity checks and review content, mail records letters to law enforcement agencies in criteria jurisdictions and mail Agency Letters (If required).

4. Neighborhood check and physical description of neighborhood. Canvass neighborhood and interview at least five residents. A notice of inquiry will be left when appropriate and follow-up conducted with telephone interviews. Photographs of residence/neighborhood. (If required)
5. Sworn only - Visit all residences since age 15. Home visit to include photos and visit with spouse, roommates, and family. Describe condition of residence, interior and exterior.
6. Employer interviews past - present. Review work history, employee files, obtain copies of files, summarize performance reviews, interview supervisor and at least two co-workers.
7. Review any background investigation conducted by another agency.
8. Conduct interviews with at least two secondary references (Those not identified as references by the Applicant).
9. Review all reference questionnaires and conduct follow-up interviews on questionnaires where the Applicant is rated as sub-standard, below average or not competent.
10. Conduct additional investigation as needed regarding potentially disqualifying information and the source(s) from which it was received.
11. Conduct discrepancy interview with the Applicant as needed.
12. Provide update to City of Long Beach within 24 hours of their request or upon discovery of disqualifying information.
13. Submit the completed investigation in presentation format as per the specifications of the City of Long Beach within four to eight weeks of the assignment.

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**Staffing Resources and Qualifications (4.11.3)**

The following Investigators are available to conduct background investigations for the City through the duration of the contract:

**Steve Beckman** - Steve is a retired Police Lieutenant and licensed Private Investigator in the State of California (PI-24595). Steve has over 30 years of experience in law enforcement and extensive experience in the field of criminal investigations. Steve conducted law enforcement backgrounds for the City of Long Beach, City of Chino and City of San Marino. He has also conducted Firefighter background investigations for the City of Long Beach, Chino Valley Independent Fire District and Rancho Cucamonga Fire District. Steve received the following POST Certificates pertaining to Background Investigations:

- ◇ POST Background Investigations training by Riverside County Sheriff's Department (2006)
- ◇ Public Safety Background Investigation Update Course (2008)
- ◇ Skip Tracing and Access to Public Databases (2010)
- ◇ POST Background Investigations Management (2002)

**Jeff Allison** - Jeff is a Retired Police Lieutenant and works part-time for Steven Beckman Investigations, Inc. as a Background Investigator. Jeff is a Certified POST Background Investigator and most recently attended a POST Background update course in January 2014. Jeff has been employed with our firm since May 2007 and has 29 years of law enforcement experience. Jeff has conducted public safety background investigations for the City of Chino, Chino Valley Independent Fire District and Rancho Cucamonga Fire District.

**Jeff Arndt** - Jeff retired as a Police Officer at the City of Long Beach in 2009 and was later employed as a Background Investigator for the City (2012 to 2015). Jeff is familiar with the City's forms and procedures. Jeff also worked as a Background Investigator for the City of Los Angeles in 2015. Jeff came on board with our firm in September 2016.

**Duane Beckman** - Duane retired as a Sergeant from Riverside Police Department in 2010. Duane was hired as a background investigator at our company in 2015.

**Catherine Bruni** - Catherine is a Corporal at Alhambra Police Department. From 2010 to 2013, Catherine was the Background & Training Officer in the Support Service Division. Since June 2012, Catherine has been the Recruit Training Officer at Golden West Police Academy. She attained an Associate of Arts Degree in Criminal Justice in 1990. Catherine began employment with our company as a Background Investigator in 2016.

**James Hannibal** - James is a Retired Police Sergeant and has worked part-time for our company since October 2010. He has concurrent employment with a local police agency. James attended Background Investigation Training through Riverside County Sheriff's Department in June 2010 and received a Certificate of Completion. James has conducted law enforcement backgrounds for the City of Chino and Firefighter backgrounds for Chino Valley Independent Fire District and Rancho Cucamonga Fire District.

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**Sandra King** -- Sandra is a former Police Officer and Licensed Private Investigator. She has been employed by Steven Beckman Investigations as a Background Investigator since 2014 and has eight years of law enforcement experience. Sandra received a Certificate of Completion for Background Investigation through the Riverside County Sheriff's Department in October 2010.

**Cathie Ralph** -- Cathie is an honorably retired Police Sergeant from the City of Orange Police Department. She attained a Bachelors Degree in 2010 as a Criminal Justice major. Cathie was hired by our company in May 2016 as a Background Investigator specializing in Public Safety Background Investigations.

**John Swanson**- John is a Retired Police Sergeant with over 36 years experience in the field of police investigations. John spent the majority of his career with the Compton Police Department and retired from the Los Angeles Sheriff's Department in 2005. John has extensive investigative experience and began conducting background investigations for Steven Beckman Investigations since 2014.



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CONFIDENTIAL

Company Profile (9.1)

Paul Chance Private Investigations has been a licensed Private Investigations company in Southern California since 1980. The company was incorporated in the State of California on February 13, 2007 with the legal name of Steven Beckman Investigations, Inc. dba Paul Chance Private Investigations. The Board of Directors are as follows:

Steven R. Beckman  
President/Chief Financial Officer

Cynthia A. Beckman  
Vice President/Secretary

Employees will be assigned from our Riverside office located at:  
4187 Flat Rock Road, Suite 350  
Riverside, California 92505

Steven Beckman Investigations, Inc. dba Paul Chance Private Investigations employs (6) full-time employees and (13) part-time employees. Two part-time background investigators reside in the City of Long Beach.

The point of contact in regards to this proposal:

Steven R. Beckman  
President/Chief Financial Officer  
P.O. Box 70118  
Riverside, CA 92513  
Office: (951) 688-1090  
Email: [steve@sbeckmanpi.com](mailto:steve@sbeckmanpi.com)

Background/History

In 1980, our company was founded by Paul Chance as a Private Investigations company conducting workers' compensation investigations in Southern California. In 2006, Paul Chance retired and Steven Beckman took over as Owner. In February 2007, Steve Beckman incorporated the company as Steven Beckman Investigations, Inc. dba Paul Chance Private Investigations. As Steven Beckman was retired from law enforcement, we expanded our scope of investigative services to include Public Safety Background Investigations. For several years, we worked almost exclusively as a contract investigator for the Chino Police Department and Chino Valley Independent Fire District. We have also conducted numerous background investigations for other public agencies such as the City of Norco, City of San Marino, and Rancho Cucamonga Fire District.

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Over the years, our company has conducted background investigations for the private sector which include the following areas of investigation:

- Criminal Records
  - ◊ Restraining orders, arrest warrants
- Civil Records
  - ◊ Judgments, Unlawful Detainer, Liens, Evictions, Bankruptcy, and Family Law
- Sex Registrant/History
- Drivers' License History
- Identification and Verification of Social Security Numbers
- Identification and Verification of Date of Birth
- Current and Prior Addresses
- Alias' (AKA's)
- Real Property Records
- Education
- Reference Interviews
- Employment Verifications
- Vehicle Registrations

REFERENCES 9.3

|  |   |
|--|---|
| County of San Bernardino<br>Department of Risk Management<br>Nancy Rice, Supervisor<br>909-386-9025  | Project Description:<br>Investigative Services<br>1984 to present                               |
| Huntington Beach Police Department<br>Backgrounds Unit<br>Lisa Gallatin, Background Investigator<br>714 536-5936   | Project: Background<br>Investigations<br><br>2015 to present                                    |
| Carlsbad Police Department<br>Sergeant Steve Thomas<br>760-931-2275  | Project Description:<br>Background Investigations<br><br>2016 to Present                        |
| Los Angeles Metropolitan Transportation Authority<br>Special Investigations Unit<br>Roy Romero, SIU Manager<br>213-922-3632                                  | Project Description:<br>Workers' Compensation<br>Investigation Services<br>2014 to present      |
| City of Long Beach<br><br>Police Department<br>Sergeant Stephen Dougan/Eric Hooker<br>(562) 570-5959<br><br>Port Authority<br>Paula Ortega<br>(562) 283-7500 | Project Description:<br>Background Investigations<br><br>2015 to present<br><br>2016 to present |



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

## Attachment A

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

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

YES ☒ NO ☐ SIGNATURE *[Signature]*

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

#### EXCEPTION SUMMARY FORM

| RFP SECTION<br>NUMBER | RFP PAGE<br>NUMBER | EXCEPTION (PROVIDE A DETAILED EXPLANATION) |
|-----------------------|--------------------|--|
|                       |                    | --NOT APPLICABLE--                         |
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City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

## **Attachment B**

### **PRO-FORMA AGREEMENT**

[Depending on service, a different pro-forma agreement may be used. Contact Purchasing or your department's attorney.]

[requirements may also change; contact Risk Management.]



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

## Attachment C

### Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 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.

April 4, 2017

Authorized signature and date

Steven R. Beckman, President/Chief Financial Officer

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.

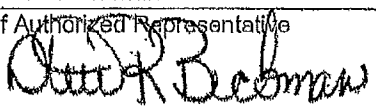
If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested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

Steven Beckman Investigations, Inc. dba Paul Chance Private Investigations  
Business/Contractor/Agency

Steven R. Beckman  
Name of Authorized Representative

President/CFO  
Title of Authorized Representative

  
Signature of Authorized Representative

April 4, 2017  
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 Consultants who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective Consultants 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 anytime, 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 Relations Bureau at 562-570-6200***

Rev 12.11.13





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

## **Attachment E**

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

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

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

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



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

|   |   |   |
|---|---|---|
| Form <b>W-9</b><br>(Rev. December 2014)<br>Department of the Treasury<br>Internal Revenue Service   | <b>Request for Taxpayer<br/>Identification Number and Certification</b> | Give Form to the<br>requester. Do not<br>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.<br><b>Steven Beckman Investigations, Inc.</b>   |   |   |
| 2 Business name disregarded entity name, if different from above<br><b>dba Paul Chance Private Investigations</b>   |   |   |
| 3 Check appropriate box for federal tax classification; check only one of the following seven boxes:<br><input type="checkbox"/> Individual sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (S or C corporation, S or S corporation, Partnership)<br><input checked="" type="checkbox"/> S Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Other (see instructions)<br>Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box to the line above for the tax classification of the single-member owner.  |   |   |
| 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).<br>Exempt payee code (if any)<br>Exemption from FATCA reporting code (if any)<br>Applies to accounts maintained outside the U.S.  |   |   |
| 5 Address (number, street, and apt. or suite no.)<br><b>Post Office Box 70118</b>   |   |   |
| 6 City, state, and ZIP code<br><b>Riverside, California 92513</b>   |   |   |
| 7 List account number(s) here (optional)  |   |   |
| <b>Part I Taxpayer Identification Number (TIN)</b><br>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.<br>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.  |   |   |
| <b>Part II Certification</b><br>Under penalties of perjury, I certify that:<br>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<br>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<br>3. I am a U.S. citizen or other U.S. person (defined below); and<br>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.<br>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      Date <b>04/04/2017</b><br>   |   |   |
| <b>General Instructions</b><br>Section references are to the Internal Revenue Code unless otherwise noted.<br>Future developments: Information about developments affecting Form W-9 (such as legislation enacted after we released it) is at <a href="http://www.irs.gov/w9">www.irs.gov/w9</a> .<br><b>Purpose of Form</b><br>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:<br>• Form 1099-INT (interest earned or paid)<br>• Form 1099-DIV (dividends, including those from stocks or mutual funds)<br>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)<br>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)<br>• Form 1099-S (proceeds from real estate transactions)<br>• Form 1099-K (merchant card and third party network transactions)<br>• Form 1099 (income mortgage interest), 1099-B (student loan interest), 1099-T (dividend)<br>• Form 1099-C (canceled debt)<br>• Form 1099-A (acquisition or abandonment of secured property)<br>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.<br>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2.<br>By signing this fill-out form, you:<br>1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),<br>2. Certify that you are not subject to backup withholding, or<br>3. 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 allocation of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partner's share of effectively connected income, and<br>4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information. |   |   |

Cat. No. 10281X

Form W-9 (Rev. 12-2014)



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

## VENDOR APPLICATION FORM

|   |   |  |                               |
|---|---|--|-------------------------------|
| Company Name<br>(same as line 1 on W9): | Steven Beckman Investigations, Inc.   |  |                               |
| DBA Name<br>(same as line 2 on W9):     | dba Paul Chance Private Investigations  |  |                               |
| Federal Tax ID Number (or SSN):         | <div style="background-color: black; width: 100px; height: 1.2em;"></div>                           | required (this number is a fed tax ID: <input checked="" type="radio"/> SSN: <input type="radio"/> ) | leave blank if not applicable |
| Web Address:                            | www.sbeckmanpi.com  |  | leave blank if not applicable |
| Purchase Order Address:                 | P.O. Box 70118  |  |                               |
| Attn:                                   | Steven Beckman  |  |                               |
| City:                                   | Riverside   |  |                               |
| State:                                  | CA  | Zip Code:  | 92513                         |
| Contact Name:                           | Steven Beckman  |  |                               |
| Email:                                  | steve@sbeckmanpi.com  |  |                               |
| Phone Number:                           | 951-688-1090  | e.g. 562-555-1234  |                               |
| Fax:                                    | 951-688-2447  | e.g. 562-555-5678  |                               |
| Toll Free:                              | N/A   | e.g. 800-555-2468  |                               |
| 'Remit to' Address :                    | If 'remit to' address is the same as the purchase order address, put SAME in first box only<br>SAME |  |                               |
| Attn:                                   |   |  |                               |
| City:                                   |   |  |                               |
| State:                                  | Zip Code:   |  |                               |
| Contact Name:                           |   |  |                               |
| Email:                                  |   |  |                               |
| Phone Number:                           | e.g. 562-555-1234   |  |                               |
| Fax:                                    | e.g. 562-555-5678   |  |                               |
| Toll Free:                              | e.g. 800-555-2468   |  |                               |

|   |                                  |                                   |  |                                     |                                       |                                  |
|---|----------------------------------|-----------------------------------|--|-------------------------------------|---------------------------------------|----------------------------------|
| Type of Ownership:  | Individual <input type="radio"/> | Partnership <input type="radio"/> | Corporation <input checked="" type="radio"/> | LLC <input type="radio"/>           | Nonprofit <input type="radio"/>       | Government <input type="radio"/> |
| Composition of Ownership (at least 51% of ownership of the organization) (check all that apply) |                                  |                                   |  |                                     |                                       |                                  |
| MBE <input type="radio"/>   | WBE <input type="radio"/>        | Local <input type="radio"/>       | DBE <input type="radio"/>                    | Certified SBE <input type="radio"/> | Certified Micro <input type="radio"/> |                                  |
| State certification number:   |                                  |                                   |  |                                     |                                       |                                  |

Alex Padilla  
California Secretary of State

## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Sunday, April 2, 2017. Please refer to document [Processing Times](#) for the resolved 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.

C2980839 STEVEN BECKMAN INVESTIGATIONS, INC.

|                               |   |
|-------------------------------|---|
| Registration Date:            | 02/13/2007  |
| Jurisdiction:                 | CALIFORNIA  |
| Entity Type:                  | DOMESTIC STOCK  |
| Status:                       | ACTIVE  |
| Agent for Service of Process: | STEVEN R BECKMAN<br>4187 FLAT ROCK DRIVE, SUITE 360<br>RIVERSIDE CA 92505 |
| Entity Address:               | 4187 FLAT ROCK DRIVE, SUITE 360<br>RIVERSIDE CA 92505                     |
| Entity Mailing Address:       | PO BOX 70118<br>RIVERSIDE CA 92513  |

A Statement of Information is due EVERY year beginning five months before and through the end of February.

| Document Type |  File Date |  PDF |
|---------------|---|---|
| SI-COMplete   | 09/09/2016  |   |
| SI-COMplete   | 12/12/2014  |   |

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

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image of a Statement of Information is not available online, for information on ordering a copy of that statement 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 such as a filing that is not a Statement of Information or filings for other types of business entities, 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](#)

## Attachment G

### **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: Steven R. Beckman Title: President/CFO

Signature:  Date: April 04, 2017

Business Entity Name: Steven Beckman Investigations, Inc.  
dba Paul Chance Private Investigations

## EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

### Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Steven Beckman Investigations, Inc. Federal Tax ID No. [REDACTED]  
Address: Post Office Box 70118  
City: Riverside State: CA ZIP: 92513  
Contact Person: Steven R. Beckman Telephone: 951-888-1090  
Email: steve@sbeckmanpi.com Fax: [REDACTED]

### Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

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

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

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

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

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)  
\_\_\_\_\_ Yes \_\_\_\_\_ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 4th day of April, 2017 at Riverside California

Name Steven R. Beckman

Signature



Title President/CFO

Federal Tax ID No. [REDACTED]





City of Long Beach

Department of Financial Management  
Division of Procurement  
333 W Ocean Blvd. 7<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.6020  
Michelle.King@Longbeach.gov

April 3, 2017

ADDENDUM #1

QUESTIONS & ANSWERS

**RFP PD 17-044**  
**Background Investigation 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. Question: Do you currently have a list of approved vendors for these services?

Answer: Yes. Our current vendors are:

- Halls Investigation
- Steven Beckman Investigations
- Summit Security Services
- Jackson Jackson Associates'

2. Question: What are the current prices you pay for these services?

Answer: Dependent on services performed, we're paying from \$75 to \$1,650.

3. Question: Will a skype, or online, interview be substantial to meet the requirement of "in-person interview" as defined in 3.1.3?

Answer: No, a skype or online interview with applicants will not be substantial. An in-person interview is required.

4. Question: Define and explain the word "legal" as used in 3.1.9.

Answer: In section 3.1.9 "legal" documents refers any City, State, Federal, Court or County documents including but not limited to birth certificates, naturalization documents, court orders, marriage certificates, etc.

Prepared By: Michelle King Date: April 3, 2017  
Buyer II

Acknowledged By: Steven Beckman Investigations, Inc. dba Paul Chance Private Investigations  
Company Name

Steven R. Beckman

President/CFO

Print Name

Title

Signature

Date

You are required to submit this document with your proposal. Failure to do so may disqualify your proposal.

# EXHIBIT “B”

## Rates or Charges

PRICE/RATE SCHEDULE

|   |                      |
|---|----------------------|
| Basic Hourly Charge   | \$78.00              |
| Record Searches to Include Comprehensive Trace Report (TLO), CA Civil checks, National Criminal checks, Selective Service Verification, Sex Offender and Social Network checks as needed. | Included             |
| Pick Up and Delivery of Background Investigation Files to City of Long Beach  | Included             |
| Mileage per mile  | \$.535<br>(IRS Rate) |
| *Per Diem (Out of Area)   | \$250.00             |
| Travel Time Outside Local Area  | Negotiable           |
| LOCAL SWORN BACKGROUND  | \$1,716.00           |
| DISPATCHER/SPECIAL SERVICES OFFICER   | \$1,560.00           |
| CIVILIAN BACKGROUND   | \$1,248.00           |

**Sworn Background**

(Average 22 hours) or \$78.00 per hour as needed and \$.535 cents per mile

**Dispatcher/Special Services Officer Background**

(Average 20 hours) or \$78.00 per hour as needed and \$.535 cents per mile

Local background to include: Review PHS and Applicant Interview, Employment Checks, Neighborhood Checks, Reference Checks, Selective Service Verification, Discrepancy Interviews as needed, Local Records and Agency letters; P.O.S.T. Summary Background; P.O.S.T. Background Package Complete.

**Civilian Background**

(Average 16 hours) or \$78.00 per hour as needed and \$.535 cents per mile

*In general, a civilian background requires less diligence than a sworn background.*

*\*All other background investigations will be discussed and authorized by Client. Local area includes San Bernardino, Riverside, Orange and parts of Los Angeles Counties.*

*Entire Background Package delivered as agreed; collated and organized in final presentation form.*

# EXHIBIT “C”

City’s Representative:

Annie Khin

(562) 570-6635

# EXHIBIT “D”

Additional Materials/Information Furnished:

None