



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

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

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

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

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

10 2. TERM. The term of this Agreement shall commence at midnight on  
11 September 17, 2019, and shall terminate at 11:59 p.m. on September 16, 2021, unless  
12 sooner terminated as provided in this Agreement, or unless the services or the Project is  
13 completed sooner. The term may be extended for three (3) additional one-year periods, at  
14 the discretion of the City Manager.

15 3. COORDINATION AND ORGANIZATION.

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

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

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

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

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

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

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

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

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

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

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

1 insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

21 17. PREVAILING WAGES.

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

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

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

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

14 19. INDEMNITY.

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

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

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

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

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

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

26                   22.     NONDISCRIMINATION.

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

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

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

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

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

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

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

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

1 Municipal Code 2.93 et seq., Contractor Responsibility.

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

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

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

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

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

1 18, 21 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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

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

EIDIM GROUP, INC. DBA EIDIM AV TECHNOLOGY, a California corporation

October 17<sup>th</sup>, 2019

By [Signature]  
Name ANDREW W. BANG  
Title President / CEO

October 17<sup>th</sup>, 2019

By [Signature]  
Name ANDREW W. BANG  
Title Secretary

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Nov. 11, 2019

By [Signature]  
City Manager

EXECUTED PURSUANT  
"City" TO SECTION 301 OF  
THE CITY CHARTER

This Agreement is approved as to form on November 1, 2019.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy



# EXHIBIT “A-1”

Request for Proposals (RFP)



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 PW19-044**  
**For**  
**Library Hearing Loop System**

Release Date:	12/12/2018
Questions Due to the City & Approved	12/27/2018
Equal Requests:	
Posting of the Q & A:	01/10/2019
Due Date:	01/22/2019

---

*City Contact: Carlos Peres Buyer Phone 562-570-6200*

*Email:  
 RFPPurchasing@longbeach.gov*

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

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

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

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

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

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

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

Signed \_\_\_\_\_

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



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

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### ATTACHMENTS

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

### EXHIBITS

- I EQUIPMENT LIST
- II BOND FORMS



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## 1. OVERVIEW OF PROJECT

The City of Long Beach, California (City) seeks to accommodate to the needs of the hearing-impaired community by retrofitting existing library community rooms and other public facilities with Assistive Listening Systems (ALS) that also enable translation services. The City is soliciting proposals (Proposals) from qualified vendors to provide services for the installation, to permit as required, and to refurbish hearing loop systems at several Long Beach Public Library branch locations as listed below in order of priority:

<b>Location</b>	<b>Address</b>
Bach	4055 N. Bellflower Blvd., Long Beach, CA 90808
Harte	1595 W. Willow St., Long Beach CA 90810
Burnett	560 E. Hill St., Long Beach, CA 90806
Dana	3680 Atlantic Ave., Long Beach, CA 90807
Los Altos	5614 E. Britton Dr., Long Beach, CA 90815
Brewitt	4036 E. Anaheim St., Long Beach, CA 90804
Mark Twain	1401 E. Anaheim St., Long Beach, CA 90813
Bay Shore	195 Bay Shore Ave., Long Beach, CA 90803
El Dorado	2900 Studebaker Rd., Long Beach, CA 90815
Alamitos	1836 E. Third St., Long Beach, CA 90802

The City may later identify additional facilities that will receive hearing loops. Through this RFP, the City anticipates general standards and requirements for hearing loops that will be established as it pursues accommodations for the hearing-impaired community at other public meeting locations.

The equipment listed in **Exhibit I** is intended to provide proposers with an overview of the City's recommended requirements. The City will consider vendor recommendations on equipment and installation approaches. The City shall consider modifications of the scope and final cost for the Project.



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## 2. ACRONYMS/DEFINITIONS

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

<b>Awarded Vendor</b>	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
<b>City</b>	The City of Long Beach and any department or agency identified herein.
<b>Department / Division</b>	City of Long Beach, Department of Public Works.
<b>Evaluation Committee</b>	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Vendor.
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>Proposer</b>	Organization/individual submitting a proposal in response to this RFP.
<b>RFP</b>	Request for Proposals.
<b>Shall / Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b>Should</b>	Indicates something that is recommended but not mandatory. If the Vendor fails to provide recommended information, the City may, at its sole option, ask the Vendor to provide the information or evaluate the proposal without the information.
<b>Subcontractor</b>	Third party not directly employed by the Vendor who will provide services identified in this RFP.
<b>Vendor</b>	See Proposer



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### 3. SCOPE OF PROJECT

- 3.1 The Proposers shall provide a comprehensive, turnkey scope of recommendations, permitting, and installation services following the installation process and the City's acceptance of the Project.
- 3.2 The Awarded Vendor will perform the tasks listed below for the Project. The Awarded Vendor is expected to work closely with designated City personnel to accomplish the project goals, including, but not limited to:

#### 3.2.1 Installation

The selected Vendor shall administer the Project, as well as provide all equipment, materials, and labor required to install the hearing loops.

#### 3.2.2 Installation completion and City's acceptance

The Vendor will provide or assign appropriate warranties per Section 8.

### 4. SUBMITTAL INSTRUCTIONS

- 4.1 For questions regarding this RFP, submit all inquiries via email to [rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov) by 4:00 PM on December 27, 2018. Responses to the questions will be posted on the City's website [longbeach.gov/purchasing](http://longbeach.gov/purchasing) under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

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

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

<b>TASK</b>	<b>DATE/TIME</b>
Deadline for submitting questions and approved equal requests	12/27/18 by 4:00 PM
Answers to all questions submitted and approved equals	01/10/2019 by 4:00 PM
Deadline for submission of proposals	01/22/2019 by 11:00 AM



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Evaluation period January - February

Selection of Vendor On or about March - April

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

#### 4.3 Method of Submission

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

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

Submit proposal online at:

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

4.4 Proposals must be received by 11:00 AM (PT) on January 22, 2019. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.

4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.



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- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Vendor. Vendors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.

4.10 **Required Format for Submittal**

Proposals shall be submitted in four (4) distinct parts:

Part (1) - **Narrative/Technical SOQ**

Part (2) – **Cost Proposal**

Part Three (3) - **City Required Forms**

Part Four (4) – **Financial Stability Statements**

Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together**.

4.11 Additional Proposal Requirements

- Narrative/Technical Proposal shall be limited to 75 pages. Proposal shall be clear and concise.
- Proposal shall be prepared on size 8 ½" x 11". 11"x17" sheets may be included but shall count as two pages.
- Proposal shall use a minimum of 11-point fonts, excluding captions for graphics.
- Proposal shall include divided sections. (One for each section, dividers will not be counted against the 75-page limitation.)
- Proper licenses, certificates and forms shall be attached as an appendix and do not count toward page totals.





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- Detailed resumes attached as an appendix do not count toward page totals but shall not exceed two pages per person.
- Each page of the proposal shall be identified with the Proposer's Name, Project Name and page number.

**4.12 A responsive proposal will include the completed and executed in full by the Contractor of the following:**

- **Narrative/technical Proposal**
- **Cost Proposal**
- **City of Long Beach Purchasing Forms** - each of the following required City of Long Beach Purchasing forms provided with this RFP must be completed and executed in full by the Contractor and provided in this section:
  - Attachment A – Compliance with the Terms and Conditions of the RFP, signed with any exceptions noted
  - Attachment C – Statement of Non-Collusion, signed and dated
  - Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated
  - Attachment E – Contractor's W-9 and completed Vendor Application Form
  - Attachment F – Secretary of State Registration. Contractors must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Contractor has already filed, it may be uploaded as a general attachment.
  - Attachment G – Completed, signed and dated Local Preference Form, if applicable.
  - Attachment H – Completed, signed and dated Insurance Requirements
  - Any Addenda
- **Financial Stability Statements**

**5. PROPOSAL EVALUATION AND AWARD PROCESS**

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

- 5.1.1 Demonstrated competence;
- 5.1.2 Experience in performance of comparable engagements;
- 5.1.3 Expertise and availability of key personnel;
- 5.1.4 Financial stability;
- 5.1.5 Conformance with the terms of this RFP; and
- 5.1.6 Reasonableness of cost.

5.2 Proposals shall be kept confidential until a contract is awarded.



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

## 6. **PROTEST PROCEDURES**

### 6.1 Who May Protest

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

### 6.2 Time for Protest

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



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notification of intent to award has been posted via the City's electronic bid notification system.

### 6.3 Form of Protest

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

### 6.4 City Response to Protest

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

### 6.5 Limitation of Remedy

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

## 7. **PROJECT SPECIFICATIONS**

7.1 The vendor will provide all product specifications required for properly furnishing and installing the recommended equipment. The vendor will be responsible for delivering a fully functional system at each location, based on the manufacturer's specifications. In addition, CSI specifications may apply.

## 8. **WARRANTY/MAINTENANCE AND SERVICE**

8.1 The Contractor shall provide a one (1) year warranty on all materials, equipment, and workmanship. Such a warranty shall be provided upon City's acceptance of the completion of the Project.



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- 8.2 Nothing in this warranty limits any manufacturer's warranty which provides with greater warranty rights than set forth in the previous paragraph. Upon City's acceptance of the completion, the Contractor will assign to the City all manufacturer's warranties relating to the Project, including but not limited to products, equipment, or systems.

## 9. COMPANY BACKGROUND AND REFERENCES

### 9.1 Primary Contractor Information

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

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

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers



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should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

## 9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

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

If "Yes", Contractor must:

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

## 9.3 References

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

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



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#### 9.4 Business License

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

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

### 10. **COST**

- 10.1 Each Contractor is expected to provide a total estimated maximum price for the furnishing and installing hearing loops systems at the library branches listed in the Overview of Project section of this proposal.
- 10.2 The proposal should also outline the unit cost for equipment and installation, using the minimum equipment requirements provided in **Exhibit I**. Proposers may inspect the job sites during normal operating hours which are listed at [www.lbpl.org](http://www.lbpl.org), but should avoid doing so during scheduled events (events calendar can be found on the website).
- 10.3 Proposers shall be prepared to provide additional details on the cost proposal upon City's request.
- 10.4 The final price will be established per Contract.

### 11. **BONDS**

#### 11.1 Faithful Performance Bond

The successful proposer shall submit a Faithful Performance Bond for 100 percent of cost of bid. Successful bidder shall only be required to submit bond if award is made and notice is given from the City. The cost of the bond shall be included in the bid, and in the successful bidder's invoice. The bond will be issued to the City Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7<sup>th</sup> Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City.



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A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in Section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

#### 11.2 Labor and Materials Bond

The Contractor shall submit a Labor and Materials Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802, if the total bid amount is more than \$25,000.00. The amount of the bond shall be (Contractor shall complete) \$\_\_\_\_\_ (which is 100 percent of the Contract amount) and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above).

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

#### 11.3 Notarial Acknowledgments Required with Bonds

Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgements. A Notarial Acknowledgement shall accompany each signature of each Principal and a Notarial Acknowledgement shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgements, whether the company is located inside or outside the State of California.

### 12. **ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

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

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



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- 12.2 Access to Contractor's Records – The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.
- 12.3 Americans with Disabilities Act – The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland "Anti-Kickback" Act – The Awarded Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Contractor shall comply with 25 CFR 85.34.





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- 12.8 Drug-Free Workplace – The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency – The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation – The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database ([www.sam.gov](http://www.sam.gov)).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).
- 12.13 National Preservation Acts – The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part



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- 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.
- 12.15 Patent Rights – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.
- 12.16 Payments, Reports, Records, Retention and Enforcement – The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- 12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as



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required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).

12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

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

- 13.1 This contract will be for a period of 24 months with three annual renewal options at the discretion of the City. The contract term will not exceed 60 months.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Vendors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Vendor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.



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- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Vendor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Vendor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Vendor in responding to the RFP, are entirely the responsibility of the Vendor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Vendor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Vendor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Vendor's obligations.
- 13.17 The awarded Vendor will be the sole point of contract responsibility. The City will look solely to the awarded Vendor for the performance of all contractual obligations which



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may result from an award based on this RFP, and the awarded Vendor shall not be relieved for the non-performance of any or all subcontractors.

- 13.18 The awarded Vendor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Vendor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Vendor or in which the Vendor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Vendor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Vendor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Vendor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Vendor's proposal, and the awarded Vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.



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- 13.24 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Vendor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

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

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

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



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subcontractors, or anyone under Vendor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

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

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

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

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

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

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



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## Attachment A

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

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

SIGNATURE \_\_\_\_\_

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

#### EXCEPTION SUMMARY FORM

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





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## **Attachment B**

### **PRO-FORMA AGREEMENT**

**[ATTACHED FOR REFERENCE;  
NOT REQUIRED TO BE SUBMITTED WITH PROPOSAL]**

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

AGREEMENT

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

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

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

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

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

1. SCOPE OF WORK OR SERVICES.

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

B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of

1 this Agreement. For the purposes of this Section, a fiscal year commences on  
2 October 1 of the year and continues through September 30 of the following year. In  
3 the event that the City Council of the City fails to appropriate the necessary funds  
4 for any fiscal year, then, and in that event, the Agreement will terminate at no  
5 additional cost or obligation to the City.

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

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

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

27 F. CAUTION: Consultant shall not begin work until this  
28 Agreement has been signed by both parties and until Consultant's evidence of

1 insurance has been delivered to and approved by City.

2 2. TERM. The term of this Agreement shall commence at midnight on  
3 (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless sooner  
4 terminated as provided in this Agreement, or unless the services or the Project is  
5 completed sooner.

6 3. COORDINATION AND ORGANIZATION.

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

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

20 4. INDEPENDENT CONTRACTOR. In performing its services,  
21 Consultant is and shall act as an independent contractor and not an employee,  
22 representative or agent of City. Consultant shall have control of Consultant's work and the  
23 manner in which it is performed. Consultant shall be free to contract for similar services to  
24 be performed for others during this Agreement; provided, however, that Consultant acts in  
25 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges  
26 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;  
27 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
28 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of

1 the usual and customary rights, benefits or privileges of City employees. Consultant  
2 expressly warrants that neither Consultant nor any of Consultant's employees or agents  
3 shall represent themselves to be employees or agents of City.

4 5. INSURANCE.

5 A. As a condition precedent to the effectiveness of this  
6 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
7 duration of this Agreement, from insurance companies that are admitted to write  
8 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
9 Company or from authorized non-admitted insurance companies subject to Section  
10 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
11 by A.M. Best Company, the following insurance:

12 i. Commercial general liability insurance (equivalent in  
13 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less  
14 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.  
15 This coverage shall include but not be limited to broad form contractual  
16 liability, cross liability, independent contractors liability, and products and  
17 completed operations liability. City, its boards and commissions, and their  
18 officials, employees and agents shall be named as additional insureds by  
19 endorsement (on City's endorsement form or on an endorsement equivalent  
20 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10  
21 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),  
22 and this insurance shall contain no special limitations on the scope of  
23 protection given to City, its boards and commissions, and their officials,  
24 employees and agents. This policy shall be endorsed to state that the insurer  
25 waives its right of subrogation against City, its boards and commissions, and  
26 their officials, employees and agents.

27 ii. Workers' Compensation insurance as required by the  
28 California Labor Code and employer's liability insurance in an amount not

1 less than \$1,000,000. This policy shall be endorsed to state that the insurer  
2 waives its right of subrogation against City, its boards and commissions, and  
3 their officials, employees and agents.

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

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

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

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

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

28 E. Consultant shall require that all subconsultants or contractors

1 that Consultant uses in the performance of these services maintain insurance in  
2 compliance with this Section unless otherwise agreed in writing by City's Risk  
3 Manager or designee.

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

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

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

22 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
23 contemplates the personal services of Consultant and Consultant's employees, and the  
24 parties acknowledge that a substantial inducement to City for entering this Agreement was  
25 and is the professional reputation and competence of Consultant and Consultant's  
26 employees. Consultant shall not assign its rights or delegate its duties under this  
27 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
28 of City, except that Consultant may with the prior approval of the City Manager of City,

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

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

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

23           9.     OWNERSHIP OF DATA. All materials, information and data  
24 prepared, developed or assembled by Consultant or furnished to Consultant in connection  
25 with this Agreement, including but not limited to documents, estimates, calculations,  
26 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
27 models, reports, summaries, drawings, designs, notes, plans, information, material and  
28 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,



1 and City shall have the unrestricted right to use and disclose the Data in any manner and  
2 for any purpose without payment of further compensation to Consultant. Copies of Data  
3 may be retained by Consultant but Consultant warrants that Data shall not be made  
4 available to any person or entity for use without the prior approval of City. This warranty  
5 shall survive termination of this Agreement for five (5) years.

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

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

24 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
25 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
26 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
27 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
28 disclose does so to Consultant without restrictions on further disclosure; or (d) must be

1 disclosed pursuant to subpoena or court order.

2 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

21 15. LAW. This Agreement shall be construed in accordance with the laws  
22 of the State of California, and the venue for any legal actions brought by any party with  
23 respect to this Agreement shall be the County of Los Angeles, State of California for state  
24 actions and the Central District of California for any federal actions. Consultant shall cause  
25 all work performed in connection with construction of the Project to be performed in  
26 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
27 county or municipal governments or agencies (including, without limitation, all applicable  
28 federal and state labor standards, including the prevailing wage provisions of sections 1770

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1 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any  
2 fire marshal, health officer, building inspector, or other officer of every governmental  
3 agency now having or hereafter acquiring jurisdiction.

4 16. PREVAILING WAGES.

5 A. Consultant agrees that all public work (as defined in California  
6 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
7 Work"), if any, shall comply with the requirements of California Labor Code sections  
8 1770 *et seq.* City makes no representation or statement that the Project, or any  
9 portion thereof, is or is not a "public work" as defined in California Labor Code  
10 section 1720.

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

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

25 18. INDEMNITY.

26 A. Consultant shall indemnify, protect and hold harmless City, its  
27 Boards, Commissions, and their officials, employees and agents ("Indemnified  
28 Parties"), from and against any and all liability, claims, demands, damage, loss,

1 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
2 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
3 in connection with (1) Consultant's breach or failure to comply with any of its  
4 obligations contained in this Agreement, including any obligations arising from the  
5 Project's compliance with or failure to comply with applicable laws, including all  
6 applicable federal and state labor requirements including, without limitation, the  
7 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful  
8 acts, errors, omissions or misrepresentations committed by Consultant, its officers,  
9 employees, agents, subcontractors, or anyone under Consultant's control, in the  
10 performance of work or services under this Agreement (collectively "Claims" or  
11 individually "Claim").

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

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

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

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

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

2 20. NONDISCRIMINATION.

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

13 B. It is the policy of City to encourage the participation of  
14 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
15 procurement process, and Consultant agrees to use its best efforts to carry out this  
16 policy in its use of subconsultants and contractors to the fullest extent consistent  
17 with the efficient performance of this Agreement. Consultant may rely on written  
18 representations by subconsultants and contractors regarding their status.  
19 Consultant shall report to City in May and in December or, in the case of short-term  
20 agreements, prior to invoicing for final payment, the names of all subconsultants  
21 and contractors hired by Consultant for this Project and information on whether or  
22 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
23 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

28 A. During the performance of this Agreement, the Consultant

1 certifies and represents that the Consultant will comply with the EBO. The  
2 Consultant agrees to post the following statement in conspicuous places at its place  
3 of business available to employees and applicants for employment:

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

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

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

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

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

23 22. NOTICES. Any notice or approval required by this Agreement shall  
24 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
25 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
26 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
27 to the City Engineer at the same address. Notice of change of address shall be given in  
28 the same manner as stated for other notices. Notice shall be deemed given on the date

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deposited in the mail or on the date personal delivery is made, whichever occurs first.

23. COPYRIGHTS AND PATENT RIGHTS.

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

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

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

24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

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

25. WAIVER. The acceptance of any services or the payment of any

money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

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

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

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

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

30. 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.

(NAME OF CONSULTANT)

\_\_\_\_\_, 2017 By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_, 2017 By \_\_\_\_\_



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

“Consultant”

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 2017 By \_\_\_\_\_  
City Manager

“City”

This Agreement is approved as to form on \_\_\_\_\_, 2017.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_  
Deputy



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

## **Attachment C**

### **Statement of Non-collusion**

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

---

Authorized signature and date

---

Print Name & Title



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

## Attachment D

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

r20141001



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

## **Acceptance of Certification**

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

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

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

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

Rev 12.11.13



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

## **Attachment E**

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

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

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

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



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

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

**Request for Taxpayer  
 Identification Number and Certification**

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

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check **only one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C 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) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

**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.) \_\_\_\_\_  
 Requester's name and address (optional) \_\_\_\_\_

**6** City, state, and ZIP code \_\_\_\_\_

**7** List account number(s) here (optional) \_\_\_\_\_

Print or type  
See Specific Instructions on page 2.

**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.

Social security number								
				-				
OR								
Employer identification number								
				-				

**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.

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

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

**General Instructions**

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

**Purpose of Form**

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

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

- Form 1088 (home mortgage interest), 1088-E (student loan interest), 1088-I (tuition)
- Form 1089-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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



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

## VENDOR APPLICATION FORM

<p>Company Name (same as line 1 on W9):</p> <p>DBA Name (same as line 2 on W9):</p> <p>Federal Tax ID Number (or SSN):</p> <p>Web Address:</p> <p>Purchase Order Address:</p> <p>Attn:</p> <p>City:</p> <p>State:</p> <p>Contact Name:</p> <p>Email:</p> <p>Phone Number:</p> <p>Fax:</p> <p>Toll Free:</p> <p>'Remit to' Address :</p> <p>Attn:</p> <p>City:</p> <p>State:</p> <p>Contact Name:</p> <p>Email:</p> <p>Phone Number:</p> <p>Fax:</p> <p>Toll Free:</p>	<p style="text-align: right; font-size: small;">leave blank if not applicable</p> <p>required (this number is a fed tax ID: <input type="radio"/> SSN: <input type="radio"/></p> <p>Zip Code:</p> <p>Zip Code:</p>
<p>If 'remit to' address is the same as the purchase order address, put SAME in first box only</p>	
<p>Type of Ownership:</p> <p>Individual <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Nonprofit <input type="radio"/> Government <input type="radio"/></p> <p>Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)</p> <p>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"/></p> <p style="text-align: right; font-size: small;">State certification number:</p>	



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

## Attachment F

### Secretary of State Certification

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

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

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

[www.kepler.sos.ca.gov/](http://www.kepler.sos.ca.gov/)

The screenshot shows a web browser window with the URL <http://kepler.sos.ca.gov/>. The browser's address bar shows "Business Search - Bu...". The page header includes the California Secretary of State's name, Alex Padilla, and the state motto: "Eureka". Below the header is a navigation menu with links for "Secretary of State Main Website", "Business Programs", "Notary & Authentications", "Elections", "Campaign & Lobbying", "State Archives", and "Registries".

The main content area is titled "Business Search". It contains the following text:

This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the **Search** button.
- For help with searching an entity name or number, refer to [Search Tips](#).

Search Type:

Corporation Name  Limited Liability Company/Limited Partnership Name  Entity Number

Entity Name or Number:

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).

The left sidebar contains a list of links under the heading "Business Entities (8E)":

- Online Services
  - E-File Statements of Information for Corporations
  - Business Search
  - Processing Times
  - Disclosure Search
- Main Page
- Service Options
- Name Availability
- Forms, Samples & Fees
- Statements of Information (annual/biennial reports)
- Filing Tips
- Information Requests (certificates, copies & status reports)
- Service of Process
- FAQs
- Contact Information
- Resources
  - Business Resources
  - Tax Information
  - Starting A Business
- Customer Alerts
  - Business Identity Theft
  - Misleading Business Solicitations



Attachment G  
Equal Benefits Ordinance Compliance Form

## 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: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

## Section 1. CONTRACTOR/VENDOR INFORMATION

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

## Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

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

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

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

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

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

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

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

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

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

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

Attachment H  
Insurance Requirements



City of Long Beach  
Purchasing Division  
333 w. Ocean Blvd 7<sup>th</sup> Floor  
Long Beach, CA 90802

## 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 here-under \$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



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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

- o 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: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_





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

## EXHIBIT I: Equipment List

The equipment list is intended to closely mimic the assistive listening technology that is being incorporated in the new Long Beach Civic Center. The list is provided as a basis for preliminary consideration, but the City realizes final equipment may differ based on existing conditions and unique location needs and that additional components may be required that are not listed. Any equipment listed may be substituted with an approved equal (to be approved during the Q & A period of this RFP). Unit costs for equipment and installation shall be provided for equipment listed below.

To maximize the hearing loop system, language translation capabilities will be incorporated into the project. In addition, the branch library community rooms do not have fixed audio visual equipment, which will need to be furnished as well.

Equipment racks should not be included, as they may vary by location, final equipment list and other factors.

### Hearing Loop Equipment

Qty.	Item	Model No.	Manufacturer	Unit Cost	Total
1	Amplifier, D Series Multiloop, Driver (10 AMPS X 2)	D102DANTE	Listen Technologies Corporation		
1	Cable, 164' Flat Insulated Copper	FB18	Listen Technologies Corporation		
1	Cable, 14 AWG Hearing Loop Cable, Green, Per Foot	LA39614G14	Listen Technologies Corporation		
1	Receiver, Hearing Loop w/Lanyard Package	LPIL1	Listen Technologies Corporation		
1	Adhesive Installation/Warning Tape, 164'	PWT	Listen Technologies Corporation		
1	Receiver, Loopworks Measure	R1	Listen Technologies Corporation		
1	Transformer, "Hum Killer" Isolated XLR Male to XLR Female	AVHK1X	Radio Design Labs		
1	ADA Compliance Signage Kit	LISLA304	Listen Technologies Corporation		



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

**Language Translation Equipment**

Qty.	Item	Model No.	Manufacturer	Unit Cost	Total
1	Stationary FM Transmitter 72 MHz/North America	LISLT80007201	Listen Technologies Corporation		
1	Receiver, Intelligent DSP RF (72 MHZ)	LISLR7200072	Listen Technologies Corporation		
1	Intelligent 12 Unit Charging/Carrying Case	LISLA38001	Listen Technologies Corporation		
1	Headphones, Universal Stereo	LISLA402	Listen Technologies Corporation		
1	Cable, USB to Micro USB	LISLA422	Listen Technologies Corporation		

**Audiovisual Equipment**

Qty.	Item	Model No.	Manufacturer	Unit Cost	Total
1	5500 Lumens, 1-DLP, HD Projector	DHD550-G	Christie Digital		
1	Zoom Lense	1.52.2.92:1	Christie Digital		
1	Projector Mount Kit, T-Bar	PBC-FCTAW-QL	Premier Mounts		
1	137" Diagonal, Projection Screen	70192LS	Da-Lite		
1	Infrared Screen Remote and Receiver	98660	Da-Lite		
1	Blue-ray Disk Player	BD-E5300	Samsung		
1	Professional Single CD & iPod Player	CD200i	Tascam		
1	Combo Wireless System	ULXS124/85	Shure		



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

## **EXHIBIT II: Bond Forms**

**USE OF A NON-CITY OF LONG BEACH BOND MAY BE CAUSE FOR REJECTION.**

**[Bonds not required to be submitted with proposal; to be required at the time of contract award]**

Performance Bond  
No. \_\_\_\_\_

**PERFORMANCE BOND**  
**(Bond for Faithful Performance)**

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to \_\_\_\_\_ designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

\_\_\_\_\_, as described in Specification No.: \_\_\_\_\_, Addenda/Addendum No. \_\_\_\_\_ and related drawings.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and \_\_\_\_\_, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Oblige is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Oblige's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Surety Name**  
 By: \_\_\_\_\_  
 Signature  
 Name: \_\_\_\_\_  
 Printed Name  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 \_\_\_\_\_  
**Attorney-in-Fact**  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
**Principal Name**  
 By: \_\_\_\_\_  
 Signature  
 Name: \_\_\_\_\_  
 Printed Name  
 Title: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Signature  
 Name: \_\_\_\_\_  
 Printed Name  
 Title: \_\_\_\_\_

**(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)**

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

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

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: \_\_\_\_\_  
 Deputy City Attorney

By: \_\_\_\_\_  
 City Manager/City Engineer

**NOTE:**

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

Payment Bond  
No. \_\_\_\_\_

**PAYMENT BOND  
(Labor and Material Bond)**

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to \_\_\_\_\_ designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

\_\_\_\_\_, as described in Specification \_\_\_\_\_, Addenda/Addendum No. \_\_\_\_\_ and related drawings.

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

NOW THEREFORE, we the undersigned Contractor, as Principal, and \_\_\_\_\_ admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Surety Name  
By: \_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Printed Name  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

\_\_\_\_\_  
Principal Name  
By: \_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Printed Name  
Title: \_\_\_\_\_  
By: \_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Printed Name  
Title: \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact  
Signature

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

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

Approved as to form.

CHARLES PARKIN, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

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

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By: \_\_\_\_\_  
City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.

2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

# EXHIBIT “A-2”

## Scope of Work



## Scope Of Work for Hearing Loops for Long Beach Libraries PW19-044

The City of Long Beach, California (City) seeks to accommodate to the needs of the hearing-impaired community by retrofitting existing library community rooms and other public facilities with Assistive Listening Systems (ALS) that also enable translation services. The vendor is to provide services for the installation, to permit as required, and to refurbish hearing loop systems at several Long Beach Public Library branch locations as listed below in order of priority:

<b>Location</b>	<b>Address</b>
Bach	4055 N. Bellflower Blvd., Long Beach, CA 90808
Harte	1595 W. Willow St., Long Beach CA 90810
Burnett	560 E. Hill St., Long Beach, CA 90806
Dana	3680 Atlantic Ave., Long Beach, CA 90807
Los Altos	5614 E. Britton Dr., Long Beach, CA 90815
Brewitt	4036 E. Anaheim St., Long Beach, CA 90804
Mark Twain	1401 E. Anaheim St., Long Beach, CA 90813 195
Bay Shore El	Bay Shore Ave., Long Beach, CA 90803 2900
Dorado	Studebaker Rd., Long Beach, CA 90815 1836 E.
Alamitos	Third St., Long Beach, CA 90802

The City may later identify additional facilities that will receive hearing loops. Through this RFP, the City anticipates general standards and requirements for hearing loops that will be established as it pursues accommodations for the hearing-impaired community at other public meeting locations.

The Proposers shall provide a comprehensive, turnkey scope of recommendations, permitting, and installation services following the installation process and the City's acceptance of the Project.

The Awarded Vendor will perform the tasks listed below for the Project. The Awarded Vendor is expected to work closely with designated City personnel to accomplish the project goals, including, but not limited to:

Installation: The selected Vendor shall administer the Project, as well as provide all equipment, materials, and labor required to install the hearing loops.

Installation completion and City's acceptance: The Vendor will provide or assign appropriate warranties per Section 8 of RFP No. PW19-044.

The vendor will provide all product specifications required for properly furnishing and installing the recommended equipment. The vendor will be responsible for delivering a fully functional system at each location, based on the manufacturer's specifications. In addition, CSI specifications may apply.

# EXHIBIT “B”

Rates or Charges

Exhibit A- Rate Sheet EIDIM, Andrew Bang, Ph: 562-777-1009, Email: estimate@eidim.com, 6905 Oslo Cir. Suite J, Buena Park, CA 90621

Solicitation No.: 18-02		Library Hearing Loop System		Quote From:	Extended Price	
Manufacturer	Model Number	Description	Quantit	Unit Price	Extended Price	
WILLIAMS SOUND	DL207 NET D	Induction loop amplifier with network control and Dante digital inputs. Dual output (2x 9.5 amps) for dual-amp or phased array applications. For mid-sized venues.	10	\$1,943.79	\$ 19,437.90	
WILLIAMS SOUND	PLW F300	Power loop wire. Copper flat wire. 3/4" wide. 300' spool.	22	\$167.10	\$ 3,676.20	
WILLIAMS SOUND	PLW 014	Power loop wire. 14ga. 500' spool. Black.	660	\$0.32	\$ 211.20	
WILLIAMS SOUND	PLR BP1 + BAT 001-2 + HED 024	Receiver, Hearing Loop w/Lanyard Package	10	\$120.93	\$ 1,209.30	
WILLIAMS SOUND	FWT 001	Adhesive Installation/Warning Tape, 164'	40	\$62.59	\$ 2,503.60	
WILLIAMS SOUND	PLM FSMP	Field strength meter. Accurately measures background EMI and magnetic field strength to determine frequency response of induction loop systems.	10	\$250.78	\$ 2,507.80	
RADIO DESIGN LABS	AV-HK1X	Transformer, "Hum Killer" Isolated XLR Male to XLR Female	10	\$121.57	\$ 1,215.70	
WILLIAMS SOUND	IDP 009	ADA Compliance Signage Kit	10	\$9.97	\$ 99.70	
WILLIAMS SOUND	PPA T45	* Lay the Flat Copper Tape and feeder cables from loop driver.	10	\$3,314.31	\$ 33,143.10	
WILLIAMS SOUND	PPA R38N + BAT 026-2	display and DSP audio processing. Includes: (1) ANT 025 antenna, (1) TFP 048 plug. No headphones. Two (2) 1.2-volt AA rechargeable NIMH batteries.	10	\$563.43	\$ 5,634.30	
WILLIAMS SOUND	CHG 3512 PRO	transmitters and/or receivers. Power Supply included.	120	\$111.72	\$ 13,406.40	
WILLIAMS SOUND	HED 024	Headphones, Universal Stereo	10	\$473.23	\$ 4,732.30	
LISTEN TECHNOLOGIES	LA-422	Cable, USB to Micro USB	10	\$9.97	\$ 99.70	
CHRISTIE	DHD630-GS	6125 Lumens, 1-DLP, HD Projector	10	\$4.01	\$ 40.10	
CHRISTIE	140-102104-01	ZOOM LENS 1.52.2.92:1	10	\$5,005.55	\$ 50,055.50	
PREMIER MOUNTS	PBC-FCTAW-QL	Projector Mount Kit, T-Bar	10	\$1,294.75	\$ 12,947.50	
DA-LITE	70192LS	137" Diagonal, Projection Screen	10	\$183.82	\$ 1,838.20	
DA-LITE	98660	Infrared Screen, Remote and Receiver	10	\$1,187.91	\$ 11,879.10	
SONY	UBP-X700	Blue-ray Disk Player	10	\$73.26	\$ 732.60	
TASCAM	CD200IL	Professional Single CD & iPod Player	10	\$18.48	\$ 184.80	
SHURE	ULXS124/85	Combo Wireless System	10	\$361.18	\$ 3,611.80	
		Cables and Miscellaneous Hardware	10	\$884.40	\$ 8,844.00	
		Installation of Language Translation system and AV equipment	10	\$825.00	\$ 8,250.00	
		Sales Tax (10.25%)	1	\$8,400.00	\$ 84,000.00	
		<b>Total</b>		\$27,872.00	\$ 27,872.00	
					\$ 299,796.00	

# EXHIBIT “C”

City’s Representative:

Eric Lopez

Project Management Bureau Manager

(562) 570-6690

[Eric.Lopez@longbeach.gov](mailto:Eric.Lopez@longbeach.gov)

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Contractor’s Key Employee:

Andrew Bang

CEO/President

(562) 777-1009

[andy@eidim.com](mailto:andy@eidim.com)



The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment. Surety reserves right to notification of changes in contract amount exceeding Twenty-Five Percent (25%)

FURTHER, Principal and Surety agree that if Obligee is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 24th day of October, 2019.



Western National Mutual Insurance Company  
 Surety Name  
 By: [Signature]  
 Name: Pietro Micciche  
 Title: Attorney-in-Fact  
 Address: 10851 N. Black Canyon Hwy., Suite 630  
Phoenix, AZ 85029  
 Telephone: (855) 283 - 8106  
 \_\_\_\_\_  
 Attorney-in-Fact  
 \_\_\_\_\_  
 Signature

Eidim Group, Inc. dba Eidim AV Technology  
 Principal Name  
 By: [Signature]  
 Name: Andrew Bane  
 Title: President/CEO  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Printed Name)

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

November 7, 2019  
 Approved as to form.  
 CHARLES PARKIN, City Attorney  
 By: [Signature]  
 Deputy City Attorney

11/6, 2019  
 Approved as to sufficiency.  
 CITY OF LONG BEACH, a municipal corporation  
 By: [Signature]  
 City Manager/City Engineer

- NOTE:
1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
  2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On OCT 24 2019 before me, Angel Nunez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Pietro Micciche  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California )
County of Orange )
On October 30th 2014 before me, CARLA FAYE BALACO SODSOD, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared Andrew Wonjin Bang
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

PAYMENT BOND  
(Labor and Material Bond)

Payment Bond  
No. 48960  
Premium Included on Performance Bond

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to Eidim Group, Inc. dba Eidim AV Technology designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

Furnish Library Hearing Loop System, as described  
in Specification PW19-044, Addenda/Addendum No. \_\_\_\_\_ and related drawings.

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

NOW THEREFORE, we the undersigned Contractor, as Principal, and Western National Mutual Insurance Company admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of \_\_\_\_\_ \* Dollars (\$ 299,796.00 ) lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

\*Two Hundred Ninety-nine Thousand Seven Hundred Ninety-six And No/100

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

Surety reserves right to notification of changes in contract amount exceeding Twenty-Five Percent (25%)

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 24th day of October, 2019.



Western National Mutual Insurance Company  
By: Pietro Micciche  
Name: Pietro Micciche  
Title: Attorney-in-Fact  
Address: 10851 N. Black Canyon Hwy., Suite 630  
Phoenix, AZ 85029  
Telephone: (855) 283 - 8106

Eidim Group, Inc. dba Eidim AV Technology  
By: [Signature]  
Name: Andrew Bang  
Title: President/CEO  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact  
\_\_\_\_\_  
Signature

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

November 7, 2019

11/6, 2019

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney  
By: [Signature]  
Deputy City Attorney

CITY OF LONG BEACH, a municipal corporation  
By: [Signature]  
City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 343, California Corporations Code.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On OCT 24 2019 before me, Angel Nunez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Pietro Micciche  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

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Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner --  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California )

County of Orange )

On October 30th 2019 before me, CARLA FAYE BALACO SODSOD, NOTARY PUBLIC

personally appeared Andrew Wonjin Bang Here Insert Name and Title of the Officer Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

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Signer's Name: \_\_\_\_\_

Corporate Officer - Title(s): \_\_\_\_\_

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer - Title(s): \_\_\_\_\_

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Patricia Zenizo, Angel Nunez, Pietro Micciche, Manuel Reguerra and Daniel Inzunza

Preferred Bonding Services (#9760)  
Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.


and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.


- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
  - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
  - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.

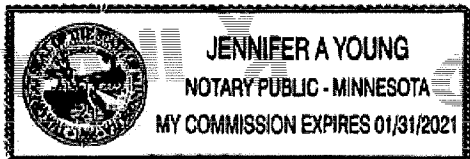
  
\_\_\_\_\_  
Jon R. Hebeisen, Secretary

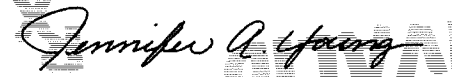


  
\_\_\_\_\_  
Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA


On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
\_\_\_\_\_  
Jennifer A. Young, Notary Public  
My commission expires January 31, 2021

**CERTIFICATE**

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

  
\_\_\_\_\_  
Jennifer A. Young, Assistant Secretary



Signed and sealed at the City of Edina, MN this 24th day of October, 2012



Kan's Kopy® K2  
Prescription Paper

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Security Features Box
- Thermochromic Ink
- Erasure Protection
- UV Fiber Glow
- UV Paper Dull
- Tamper Alert
- Toner Grip
- Microprint Protection
- Acid Free



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- Acid Free