

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

## AGREEMENT

### 34205

THIS AGREEMENT is made and entered, in duplicate, as of November 11, 2015, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 10, 2015, by and between SUMMIT SECURITY SERVICES, INC. DBA SUMMIT OF CALIFORNIA, a California corporation ("Contractor"), with a place of business at 390 RXR Plaza, Uniondale, NY 11556, and the CITY OF LONG BEACH, a municipal corporation ("City").

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

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals No. PD15-145, attached hereto as Exhibit "A-1", and incorporated by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

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

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

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A-2", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Seventy Thousand Dollars (\$70,000.00), at the rates or charges shown in Exhibit "A-2".

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

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

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

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

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

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

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

9 2. TERM. The term of this Agreement shall commence at midnight on  
10 December 1, 2015, and shall terminate at 11:59 p.m. on December 1, 2017, unless sooner  
11 terminated as provided in this Agreement, or unless the services or the Project is  
12 completed sooner. The parties have the option to extend the term for two (2) additional  
13 one-year periods.

14 3. COORDINATION AND ORGANIZATION.

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

23 B. The parties acknowledge that a substantial inducement to City  
24 for entering this Agreement was and is the reputation and skill of Contractor's key  
25 employee Nicholas M. Auletta. City shall have the right to approve any person  
26 proposed by Contractor to replace that key employee.

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

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

11 5. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement

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

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

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

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

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

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

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

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



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

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

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

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

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

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

19 17. PREVAILING WAGES.

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

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

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

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

12 19. INDEMNITY.

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

27 B. In addition to Consultant's duty to indemnify, Consultant shall  
28 have a separate and wholly independent duty to defend Indemnified Parties at

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

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

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

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

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

24 22. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

28 E. If the City determines that the Consultant has set up or used its

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

5 24. NOTICES. Any notice or approval required by this Agreement shall  
6 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
7 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
8 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
9 to the City Clerk at the same address. Notice of change of address shall be given in the  
10 same manner as stated for other notices. Notice shall be deemed given on the date  
11 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

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

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

28 28. TAX REPORTING. As required by federal and state law, City is

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

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

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

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

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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.

SUMMIT SECURITY SERVICES, INC.  
DBA SUMMIT OF CALIFORNIA, a  
California corporation

December 30th, 2015

By [Signature]  
Name Nicholas M. Auletta, CPP  
Title Vice President

December 30th, 2015

By [Signature]  
Name Robert L. Auletta, CPP  
Title Co-President

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation **Assistant City Manager**

March 7, 2015  
2016

By [Signature]  
City Manager  
APPROVED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

"City"

This Agreement is approved as to form on Jan. 5, 2015.

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 PD15-145**  
**For**  
**On-Call Professional Background Investigation Services**

Release Date: June 11, 2015  
Due Date: June 23, 2015

For additional information, please contact:  
Michelle King, Buyer II, 562-570-6020

**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 \_\_\_\_\_

Rev 2014 1001



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



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## **1. OVERVIEW OF PROJECT**

The City of Long Beach (City) is inviting bids from qualified companies to provide on-call professional background investigation services for the Long Beach Police Department (LBPD). The awarded contractors(s) will be used on an as-needed basis to perform pre-employment background investigations for prospective police recruits and civilian staff over the term of the agreement. The City anticipates 275 pre-employment background investigations annually. This service may also be extended to other departments within the City.

It is the City's intent to establish a list of qualified background investigation companies. The background companies will support the City, represent its interests, and ensure Peace Officer Standards and Training (POST) requirements are met in the pre-employment investigations of all candidates for employment with LBPD or the City.



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## 2. ACRONYMS/DEFINITIONS

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

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



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### **3. SCOPE OF PROJECT**

The City is requesting proposals from qualified and professional background investigation companies with experience performing pre-employment investigations for law enforcement agencies. The qualified firm(s), team(s) or individuals(s) shall provide investigative services on an "as needed" basis during the term of the contract.

As directed by the City, the contracted investigation contractor(s) will administer pre-employment investigations in conformance with all State of California and City of Long Beach regulations and policies.

#### **3.1 Basic Services**

- 3.1.1 Contractor shall conduct a comprehensive background investigation using current POST guidelines, recommendations and requirements. Personal History Statement (PHS), Pre-Employment Background Questionnaire (PEBQ), Polygraph and other required documents will be provided by agency.
- 3.1.2 Contractor shall designate a contact to communicate with LBPB throughout the investigation(s) and notify of any information that would immediately disqualify the applicant from employment. In the event this occurs, the cost of the investigation should be prorated.
- 3.1.3 Conduct an in-person interview on each applicant and provide written documentation.
- 3.1.4 Perform criminal records inquiries for each applicant (mail inquiries should be sent to every city, county and college law enforcement agency where the applicant lived, worked and attended college). Any returns received after the file has been submitted to City shall be returned to City for inclusion in the file.
- 3.1.5 Perform reference inquiries for each applicant (all references listed on PHS and any secondary references identified by investigator). Three (3) documented attempts shall be made. Mail inquiries should be sent after 3 failed attempts to contact by phone. Any returns received after the file has been submitted to City shall be returned to the City, attention Long Beach Academy Backgrounds Section, 7290 E Carson Blvd., Long Beach CA 90808 for inclusion in the file.
- 3.1.6 Perform residence/neighborhood inquiries/verification for each applicant for all locations applicant has lived over the last year. Mail inquiries are to be sent to residences where the applicant lived from 15<sup>th</sup> birthday on. Any returns received after the file has been submitted to City shall be returned to the City for inclusion in the file.



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- 3.1.7 Perform agency checks for each applicant (Mail inquiries to all law enforcement agencies where applicant has previously applied). An in-person review of the applicant's background file, if available, as reported by the agency through mail inquiry return, is to be completed. Due to the duration of time it takes to receive mail inquiry returns, the investigator should contact by telephone those agencies where the applicant advised there was a background investigation started or completed. Any returns received after the file has been submitted to City shall be returned to City for inclusion in the file.
- 3.1.8 Perform employment checks for each applicant. Employment checks include interviewing coworkers and supervisors for both current and past employment (in-person checks are required for employment over the last three years and mail inquiries are sufficient for all others) and reviewing personnel files, if available, with follow-up documentation filed.
- 3.1.9 Review of legal, DMV, education, and military documents for verification (some provided by applicant and others provided by agency).
- 3.1.10 Produce an executive summary, following the format established by LBPD that includes the following categories:
  - Personal,
  - Education,
  - References,
  - Agencies Applied,
  - Residences,
  - Employment,
  - Financial History and responsibility
  - Legal, Polygraph,
  - DMV,
  - Social Media, and
  - Tattoos
- 3.1.11 Provide complete background packet using established format dividers. Documents shall be in order as provided by LBPD and all pages, except for divider pages, should be numbered.
- 3.1.12 Completed background file for each applicant shall be forwarded to the City.
- 3.1.13 Must be able to handle a caseload of 5-20 background investigations at one time.
- 3.1.14 Must be able to provide a 4-8 week turnaround. Extension allowed upon authorization by the City.



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3.1.15 Contractor and all employees with access to City background investigation packets/files (investigators, typists, etc.) shall sign a confidentiality agreement to be provided by the City

### 3.2 Terms of Performance

A Notice to Proceed will be issued to the successful Contractor(s) subject to successful conclusion of contract award. The City reserves the right to modify the composition of and the scope of services of this project. The services are subject to performance and termination sections described in the Pro Forma Agreement (attached).

The execution of an as-needed Agreement between the City and successful firm/individual does not guarantee work throughout the duration of the contract period. Numerous factors will be evaluated by the City in its delivery of project and program assignments. The selection of a contractor to perform specific assignments will be dependent on the technical expertise required, and the competitiveness of each proposal.





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#### 4. SUBMITTAL INSTRUCTIONS

- 4.1 For questions regarding this RFP, submit all inquiries via email to [rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov) by June 16, 2015 by 11:00 AM PST. Responses to the questions will be posted on the City's website [purchasing.longbeach.gov](http://purchasing.longbeach.gov) under the "Bids/RFPs" tab no later than June 18, 2015 by 11:00 PST. 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.

4.2 RFP Timeline

<b><i>TASK</i></b>	<b><i>DATE/TIME</i></b>
Deadline for submitting questions	June 16, 2015 @ 11:00 am
Answers to all questions submitted available	June 18, 2015 @ 11:00 am
Deadline for submission of proposals	June 23, 2015 @ 11:00 am
Evaluation period	June 2015
Selection of Contractor	July 2015

***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 Contractors.***

- 4.3 Contractors shall submit one (1) original proposal marked "ORIGINAL" and three (3) identical copies and one (1) digital copy (CD, Flashdrive, etc) as follows:

City of Long Beach  
c/o City Clerk – Attn: Michelle King  
333 W. Ocean Blvd., Plaza Level  
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Proposals shall be clearly labeled in a sealed envelope or box as follows:

Request for Proposal No.: RFP PD 15-145  
Title: On-Call Professional Background Investigation Services

- 4.4 Proposals must be received by 11:00 am local time, June 23, 2015. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposal envelopes mishandled as a result of the envelope



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not being properly prepared. 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 The proposal should be presented in a format that corresponds to and references sections outlined below 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. For ease of evaluation, proposals should be presented in the format described within this RFP.
- 4.6 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. Expensive bindings, 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 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.
- 4.8 The proposal must be signed by the individual(s) legally authorized to bind the Contractor.
- 4.9 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.
- 4.10 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 packaged separately, but submitted together.
- 4.11 Required Format for State of Qualifications and Proposal

The City requires a specific format for the Statement of Qualifications and Proposal. The Statement of Qualifications and Proposal, not including the Appendices, shall not exceed 10 pages in length, utilizing 8.5" x 11" pages with one-inch margins. Submittals exceeding this limit will be rejected; no exceptions for this limit will be made. Font size shall not be smaller than 12 point for text and a minimum of 8 point for graphics. Dividers used to separate sections will not be counted but the creative use of dividers to add information beyond the 10-page limit is not permitted. Appendices shall not exceed 15 pages.



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#### 4.11.1 Cover Letter

The cover letter shall be two pages maximum and will not be counted as part of the total page count for the submittal. The cover letter shall include a summary of the Proposal and Statement of Qualifications, including a brief description of the strengths, qualifications, and relevant experience of the proposed consultant on-call background investigator. It shall make a commitment to accept the terms and conditions in the RFP and Pro Forma Agreement, including acknowledgment of receipt of all amendments and/or addenda to the RFP. If there are any exceptions, they shall be noted in the cover letter. Should the requested exceptions and contract language changes be determined unacceptable, the proposal will not be further considered by the selection committee.

#### 4.11.2 Project Understanding and Approach

This section should demonstrate an understanding of the scope of services. It should describe the general approach, organization, and staffing. The Consultant shall include a matrix/summary identifying key personnel responsible for accomplishing all phases of the contract. It shall be organized in a manner that conveys the on-call Project Manager's demonstrated experience and qualifications, as well as the understanding of the stated scope of services.

#### 4.11.3 Staffing Resources and Qualifications

The contracted background company shall be responsible for self-managing their assigned caseload of pre-employment investigations. His or her investigative experience, qualifications (including any and all relevant certifications), managerial skills, and availability for the duration of the services should be stated. The background investigator is required to have experience performing law enforcement background checks. Recent experience is preferred.

Responding Firms/Teams must identify the individuals that will be principally responsible for working with the City as on-call Background Investigators. If the Respondent is chosen as a finalist, these individuals must attend the interview and in-person presentation, as applicable.

This section shall also identify the qualifications and related experience of key staff assigned to the contract through a resume (not to exceed two pages). These resumes must identify projects performed of comparable scope. Each resume shall also include number of years employed in the investigations field, and how long the individual has been employed by the Respondent Firm. Qualifications shall include a statement of availability for the duration of this



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contract, as well as any commitment to any other projects. Three references shall be provided for each key staff member.

#### **4.11.4 Appendices**

Appendices shall not exceed 15 pages. Resumes of key proposed staff players may be included in this section. Relevant firm information may also be included in this section.

#### **4.11.5 Attachments**

All required forms and attachments shall be submitted with the Statement of Qualifications proposal as a separate section and will not count towards any aforementioned page limit.



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



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<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 Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

### 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 two (2) 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.



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## 7. PROJECT SPECIFICATIONS

### 7.1 Technology Requirements

Background investigators will be provided MS Word Templates in the correct format for the background summaries. Investigators must be proficient with MS Office Suite products and use of a Personal Computer.

## 8. WARRANTY/MAINTENANCE AND SERVICE

Not applicable.

## 9. COMPANY BACKGROUND AND REFERENCES

### 9.1 Primary Contractor Information

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

- 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.
- 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.

### 9.2 Subcontractor Information

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

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

If "Yes", Contractor must:



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- 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);
- Technical environment;
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

### 9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to <http://www.longbeach.gov/finance/business-info/business-licenses/business-licenses>.

## 10. COST

- 10.1 Respondents must submit the required graduated fee schedules for both armed and unarmed positions as part of the cost proposal. A not-to-exceed fee shall be





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negotiated with the selected consultant. Overall, compensation under this contract is subject to the overall duration of the contract, contract cap, and will be based on lump sums, hourly rates and the reimbursement of direct expenses. Please note that the City does not permit mark-ups on other direct charges, including those for sub-consultants. Hourly rate charges are to be valid for the term of the agreement, and any changes in the staff classifications or hourly rate charges require the City's advance written approval.

**11. BONDS**

Not Applicable.

**12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Not Applicable.

**13. TERMS, CONDITIONS AND EXCEPTIONS**

- 13.1 This contract will be for a period of 24 months with two annual renewal options at the discretion of the City. The contract term will not exceed 48 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 Contractors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.



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



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



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Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.

13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.

13.26 Proposers are advised that any contract awarded pursuant to this procurement process 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/appendix 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 the attachment/appendix. 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. The Contractor shall indemnify, defend and hold the City harmless from any and all claims, causes of action and liabilities based upon or arising from the failure of any work related to the Project to comply with all such applicable legal requirements, including, without limitation, any such claims, causes of action or liabilities that may be asserted against or incurred by City with respect to or in any way arising from the Project'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.*

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

In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in



City of Long Beach  
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333 West Ocean Boulevard, 7<sup>th</sup> Floor  
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the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."



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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.

YES \_\_\_\_\_ NO \_\_\_\_\_ 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**

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

[Insurance requirements may also change; contact Risk Management.]



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## **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





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Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
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## 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



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Purchasing Division  
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### **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 anytime, your business or persons associated with your business become debarred or suspended, we require that you Inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

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

Rev 12.11.13



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## **Attachment E**

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

**[Form must be signed and dated]**



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

Form **W-9**  
(Rev. August 2013)  
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.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/ disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C/S corporation, P (partnership)) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	Exempt or non-exempt? Exempt payee code (if any) Exemption from FATCA reporting code (if any)	
	Address (number, street, and apt., or suite, etc.) City, state, and ZIP code List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
Employer identification number								

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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:

- A. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A foreign trust that is defined in Regulations section 301.7701-7.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases when a Form W-9 has not been received, the IRS under section 1446 requires a partnership to presume that a partner is a foreign person and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Call No 18231X

Form W-9 (Rev. 8-2013)

# EXHIBIT “A-2”

## Scope of Work/Services

## PRICE PROPOSAL

### POST Investigations – Fees for Services

<b>Background Investigations Fee Schedule: City of Long Beach Police Department</b>	
<b>Investigation/Service</b>	<b>Fee</b>
<b>POST Background Investigation: Police Officer</b>	<b>\$1,400 per subject*</b>
<b>POST Background Investigation: Firefighter/Firefighter EMT</b>	<b>\$1,200 per subject*</b>
<b>POST Background Investigation: Non-Sworn Personnel (Dispatchers, Civilian Staff)</b>	<b>\$1,000 per subject*</b>
<b>Supervisory/Scoping of Investigation and Field Investigators</b>	<b>\$65 per hour*</b>
<b>Database and In-Office Investigators</b>	<b>\$55 per hour*</b>
<b>Additional Fees**</b>	<b>No additional fees for copying, mailing, administration, and quality assurance inspections</b>
<p>* Summit will charge any usual and customary expenses (such as auto mileage, tolls, court retrieval documents, parking, search fees, etc.) as a pass-through at direct cost. Summit will include a cap on investigations, including mileage up to 100 miles from your facility, at \$1,600. This also includes the file saved electronically via CD.</p> <p>**When significant travel is required, Summit will provide the City of Long Beach with an itemized list of expenses, as well as copies of receipts for all expenses occurred. Any such expenses will be passed through at no added mark-up to the City of Long Beach. Additionally, Summit will not perform any significant travel without the prior approval of the City of Long Beach.</p>	

# EXHIBIT “B”

City’s Representative:

Annie Khin

(562) 570-6635

# EXHIBIT “C”

Materials/Information Furnished: None