

AGREEMENT

36504

THIS AGREEMENT is made and entered, in duplicate, as of December 12, 2022, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 15, 2022, by and between HALL INVESTIGATIONS, a sole proprietor ("Contractor"), with a place of business at PO Box 41, Nuevo, California 92567, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to provide as-needed pre-employment background investigation services to support the hiring process for City of Long Beach employees ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using Request for Proposal No. PD22-072 ("RFP"), incorporated by this reference as if fully set forth herein, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

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

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

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an annual amount not to exceed Two Hundred Seventy-Two Thousand Dollars (\$272,000), at the rates or charges shown in Exhibit "B".

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

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

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

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

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

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

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

9 2. TERM. The term of this Agreement shall commence at midnight on
10 December 1, 2022, and shall terminate at 11:59 p.m. on November 30, 2024, unless
11 sooner terminated as provided in this Agreement, or unless the services or the Project is
12 completed sooner. The City shall have the option to extend the term for three (3) additional
13 one-year periods, at the discretion of the City Manager.

14 3. COORDINATION AND ORGANIZATION.

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

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

28 4. INDEPENDENT CONTRACTOR. In performing its services,

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

5. INSURANCE.

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

(a) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US

1 \$2,000,000) in general aggregate. Such coverage shall not exclude claims
2 alleging abuse or molestation.

3 (b) Workers' compensation coverage as required by the Labor Code
4 of the State of California and Employer's liability insurance with minimum
5 limits of One Million Dollars (US \$1,000,000) per accident or occupational
6 illness. The policy shall be endorsed with a waiver of the insurer's right of
7 subrogation against the City of Long Beach, and its officials, employees,
8 and agents.

9 (c) If vehicles are used in performing the services provided but do
10 not include transporting people experiencing homelessness, commercial
11 automobile liability insurance equivalent in coverage scope to ISO CA 00
12 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000)
13 combined single limit (CSL) covering Symbol 1 ("any auto"). IF people
14 experiencing homelessness are transported, limits increase to Five Million
15 Dollars (US \$5,000,000) CSL.

16 B. (d) Professional liability or errors and omissions liability
17 insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and
18 in aggregate covering the services provided (including, but not limited to,
19 Psychologists, Social Workers, Practical Nurses, Registered Nurses (RN),
20 Physicians (MDs), Nurse Practitioner (NPs), and Physician Assistants (PAs))
21 pursuant to this Agreement. Any self-insurance program, self-insured retention, or
22 deductible must be separately approved in writing by City's Risk Manager or
23 designee and shall protect City, its officials, employees and agents in the same
24 manner and to the same extent as they would have been protected had the policy
25 or policies not contained retention or deductible provisions.

26 C. Each insurance policy shall be endorsed to state that coverage
27 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
28 written notice to City, shall be primary and not contributing to any other insurance

1 or self-insurance maintained by City, and shall be endorsed to state that coverage
2 maintained by City shall be excess to and shall not contribute to insurance or self-
3 insurance maintained by Contractor. Contractor shall notify City in writing within five
4 (5) days after any insurance has been voided by the insurer or cancelled by the
5 insured.

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

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

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

25 G. Any modification or waiver of these insurance requirements
26 shall only be made with the approval of City's Risk Manager or designee. Not more
27 frequently than once a year, City's Risk Manager or designee may require that
28 Contractor, Contractor's sub-Contractors and contractors change the amount,

1 scope or types of coverages required in this Section if, in his or her sole opinion, the
2 amount, scope or types of coverages are not adequate.

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

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

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

27 8. MATERIALS. Contractor shall furnish all labor and supervision,
28 supplies, materials, tools, machinery, equipment, appliances, transportation and services

1 necessary to or used in the performance of Contractor's obligations under this Agreement,
2 except as stated in Exhibit "D".

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

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

24 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
25 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
26 performing its services, during the term of this Agreement and for five (5) years following
27 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
28 all information, whether written, oral or visual, obtained by any means whatsoever in the

1 course of performing its services for the same period of time. Contractor shall not disclose
2 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
3 of others except for the purpose of this Agreement.

4 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
5 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
6 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
7 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
8 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
9 to subpoena or court order.

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

24 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
25 from any amount payable to Contractor (whether or not arising out of this Agreement) any
26 amounts the payment of which may be in dispute or that are necessary to compensate the
27 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
28 which the City may be liable to third parties, by reason of Contractor's acts or omissions in

1 performing or failing to perform Contractor's obligations under this Agreement. In the event
2 that any claim is made by a third party, the amount or validity of which is disputed by
3 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
4 City may withhold from any payment due, without liability for interest because of the
5 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
6 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
7 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

25 17. PREVAILING WAGES.

26 A. Consultant agrees that all public work (as defined in California
27 Labor Code section 1720) performed pursuant to this Agreement (the "Public
28 Work"), if any, shall comply with the requirements of California Labor Code sections

1 1770 *et seq.* City makes no representation or statement that the Project, or any
2 portion thereof, is or is not a "public work" as defined in California Labor Code
3 section 1720.

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

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

18 19. INDEMNITY.

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

1 omissions or misrepresentations committed by Consultant, its officers, employees,
2 agents, subcontractors, or anyone under Consultant's control, in the performance
3 of work or services under this Agreement (collectively "Claims" or individually
4 "Claim").

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

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

19 D. The provisions of this Section shall survive the expiration or
20 termination of this Agreement.

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

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

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

2 22. NONDISCRIMINATION.

3 A. In connection with performance of this Agreement and subject
4 to applicable rules and regulations, Contractor 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. Contractor shall ensure that applicants are employed, and that employees
8 are treated during their employment, without regard to these bases. These actions
9 shall include, but not be limited to, the following: employment, upgrading, demotion
10 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
11 or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

27 C. If the Consultant fails to comply with the EBO, the City may
28 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or

1 to become due under the Agreement may be retained by the City. The City may
2 also pursue any and all other remedies at law or in equity for any breach.

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

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

11 24. NOTICES. Any notice or approval required by this Agreement shall
12 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
13 postage prepaid, addressed to Contractor at the address first stated above, and to City at
14 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
15 to the City Clerk at the same address. Notice of change of address shall be given in the
16 same manner as stated for other notices. Notice shall be deemed given on the date
17 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

26 26. WAIVER. The acceptance of any services or the payment of any
27 money by City shall not operate as a waiver of any provision of this Agreement or of any
28 right to damages or indemnity stated in this Agreement. The waiver of any breach of this

1 Agreement shall not constitute a waiver of any other or subsequent breach of this
2 Agreement.

3 27. CONTINUATION. Termination or expiration of this Agreement shall
4 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
5 18, 21 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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25 ///

26 ///

27 ///

28 ///

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

HALL INVESTIGATIONS, a sole proprietor

January 17 1/17/23, 2023

By Wallace Hall
Name Wallace Hall
Title Owner

By _____, 20____
Name _____
Title _____

"Contractor"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

CITY OF LONG BEACH, a municipal
corporation

January 3, 2023

By Linda J. Iatun
City Manager

"City"

This Agreement is approved as to form on January 31, 2023

DAWN MCINTOSH, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Scope of Work or Services

Hall Investigations

P.O. Box 41
Nuevo, Ca. 92567
PI License No. 23369

City of Long Beach

Request for Proposal No.: RFP PD22-072

Title: Background Investigation Services

I, Wallace Hall, a duly authorized agent of **Hall Investigations**, hereby certify that **Hall Investigations**, by submission of this proposed quote valid for (180) days and in response to the RFP PD22-072 agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature Wallace Hall
Date: June, 15, 2022
Title Owner

Hall Investigation Services



4.3 Narrative Proposal Template

Proposers should develop a narrative proposal that includes all the following information:

Please explain the organization's experience as it relates to providing the services described in this RFP.

Please provide an overview of the organizations goal or motivation in providing background investigation services to law enforcement agencies.

Please provide an overview of the organizations understanding of the minimum standards for employment as a peace officer in the state of California.

An editable version of the template below has been posted to PlanetBids. Proposers should complete the editable template and submit it as their narrative proposal.

Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
Organization	Company Name	Hall Investigations
	Company Address	Po Box 41
	Website	
	Federal Tax ID Number	
	Name	Wallace Hall
	Title	Sole Proprietor / Private Investigator
	Email Address	hallinvestigations2015@gmail.com
	Phone Number	951-852-4567
Other Point of Contact (if required)	Name	Frank Haywood
	Title	Case Manager / Investigator
	Email Address	
	Phone Number	323-456-6563
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input checked="" type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation State and Date of incorporation: _____	
	<input type="checkbox"/> Limited Liability Company	

	<input type="checkbox"/> Other
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).	Our organization is fully licensed by the California Bureau of Security and Investigative Services as a Private Investigator (PI License No. 23369) since 2003.
Please provide an overview of the structure of your organization, identify the principal leadership and key staff who will be involved in providing the requested services and detail their individual experience as it relates to this project.	<p>Hall Investigations consists of: Wallace Hall Private Investigator Owner/Project Manager and P.O.S.T. Certified Background Investigator with seven years contracted experience with the City of Long Beach Police Department.</p> <p>Frank Haywood; Hall Investigations Private Investigator/Qualified Manager/Case Manager and P.O.S.T. Certified Background Investigator with seven years of experience conducting backgrounds for the City of Long Beach.</p>
How many employees does the organization have in total and residing in Long Beach?	Hall Investigations has 15 employees with 0 residing in Long Beach
Where are the representative(s) that would service the City's account located?	Nuevo, CA and Whittier, CA
Please indicate your background investigator staffing levels and describe the investigative experience (sworn law enforcement, private investigations etc.) and qualifications of the individual investigators who will be conducting background investigations on behalf of LBPD. Include resumes of primary investigators that will be assigned to the LBPD contract.	<p>Hall Investigations has 15 employees (2) Licensed Private Investigators (4) Clerical staff (9) Retired Law Enforcement personnel.</p> <p>Wallace Hall Private Investigator/Project Manager/Owner/Operator 2003 to present; (1993 to present), Level I Reserve Deputy with the San Bernardino County Sheriff Dept. assigned to the Specialized Investigation Division, (2003-2013) Retired Fire Chief from the Department of Corrections and Rehabilitation served as a Correctional Administrator, Equal Employment Opportunity Coordinator. (1990-2003) Fire Inspector, Arson Investigator, and Deputy Fire Marshal for Chino Valley District. (1985-1990) Fire</p>

	<p>Fighter, Engineer for Riverside County Fire Department.</p> <p>Education; Bachelor of Science Degree in Fire Protection Administration and Technology (1996) A. S. Degree Correctional Science (1977),</p> <p>Special Training; P.O.S.T. Certified Background Investigator (2007).</p> <p>Comparable Projects and years in Investigations; San Bernardino Sheriff's Specialized Investigations Unit (29) years. LBPB Backgrounds Unit: # RFP PD 15-145, LBPB RFP 17-044, Port of Long Beach Harbor Department: RFP Background Investigation Services, POLB Harbor Dept.: Professional Confidential Personnel Investigations, City of Compton: Background Investigations 2020 to present, City of West Covina: Investigative Services 2015 Contract #1115C.</p> <p>Frank Haywood Hall Investigations Private Investigator/Qualified Manager/Case Manager; 2011 to Present; (1993-2016) Retired Correctional Worker from the California Dept. of Corrections and Rehabilitations.</p> <p>U.S. Marine Corps (1989-1993)</p> <p>Comparable Projects and years in investigations (6) years;</p> <p>LBPB Backgrounds Unit. RFP PD 15-145, LBPB #RFP 17-044, Port of Long Beach Harbor Department RFP: Background Investigation Services, POLB Harbor Dept. RFP: Professional Confidential Personnel Investigations, City of Compton: Background Investigations 2020 to present, City of West Covina, Investigative Services 2015 Contract #1115C.</p>
Does the proposal include subcontractors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
REFERENCES (Please list a minimum of 3 but no more than 5)	
Reference 1	Company LBPB Police Academy

	Project Manager	Investigator Linda Warren
	Phone Number	562-570-5942
	Project Description	RFP PD 15-145, RFP PD 17-044 Pre-Employment Background Investigations
	Project Start and End Dates	Start date 2015. We are currently providing services under RFP PD 17-044 in the second extension.
Reference 2	Company	Port of Long Beach Harbor Department
	Project Manager	David Espinoza Manager of Security Operations
	Phone Number	562-283-7846
	Project Description	Background Investigation Service
	Project Start and End Dates	2019. We are currently providing services under RFP Background Investigations Service in the first extension.
Reference 3	Company	LBFD
	Project Manager	Dennis Buchanan
	Phone Number	562-570-2501
	Project Description	Pre-employment Background Investigation for Fire Recruits.
	Project Start and End Dates	2018. Currently working on the second extension.

SUB-CONTRACTOR CONTACT INFORMATION (if applicable)		
<i>Please provide this information for all subcontractors included in this proposal.</i>		
Organization	Company Name	
	Company Address	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
SUBCONTRACTOR CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation	

	State and Date of incorporation: _____
	<input type="checkbox"/> Limited Liability Company
	<input type="checkbox"/> _____ Other
Which specific requirements of this RFP will the subcontractor perform?	
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.	
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).	
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).	
How many employees does the organization have nationally, locally, and residing in Long Beach?	
Where are the representative(s) that would service the City's account located?	
Please indicate your subcontractor(s) background investigator staffing levels and describe the investigative experience (sworn law enforcement, private investigations etc.) and qualifications of the individual investigators who will be conducting background investigations on behalf of LBPD. Include resumes of primary investigators that will be assigned to the LBPD contract.	

Method of Approach

1. Overview: Briefly summarize your proposed solution to provide background investigation services for LBPD.
Our executive and management team has over 40 years of investigative experience, which was gained from our employment with City, County, and State Fire Departments, San Bernardino County Sheriff, and the California Dept. of Corrections. We are an investigation

firm that prides itself on being committed in providing you, the client, with the peace of mind of thorough and timely investigations.
2. Workplan: Summarize your proposed timeline to begin casework upon contract execution.
Our firm has served at the pleasure of the City of Long Beach and its partners on an as needed basis for the past (7) years. Work can begin within one week after the contract is awarded and as soon as the applicant information is provided.
3. Explain how your solution meets the functional criteria outlined in section 2.1.
<p>Hall Investigation's services begin when the City of Long Beach designee issues a request for services and forwards the Applicant's Background Packet to Hall Investigations Project Manager/Case Manager.</p> <p>Project Manager's Duties are; 1. Initiate the Applicant's file. 2. Complete the In-Office Investigation Database and Source Information searches. 3. Assign the file to a Field Investigator. 4. Provide weekly updates or as needed to the City designee on case management progress and/or barriers to insure the 4 to 8 week turn-around timelines are met or extension are requested.</p> <p>Field Investigator's Duties are; 1. Review the initial (PHS) and cross-reference the In-Office Investigation Information Search received from the Project Manager, begin working the file. 2. Conduct in-person interviews, prepare mail-outs for criminal record inquiries, agency inquiries, references inquiries, residence canvassing, previous employment inquiries, and review and verify legal, DMV, education, and military documentations. 3. Notify the Project Manager immediately of any information reviewed that would disqualify the applicant from employment. 4. Complete and/or generate a Summary Report of findings. 5. Forward the completed file to the Case Manager for compliance review.</p> <p>Case Manager Duties are; 1. Review the completed file to insure conformance with all the State of California P.O.S.T. guidelines and the City of Long Beach regulations and policies. 2. Review the content of file to insure the conformance with the scope of the project and the Basic required services are met. (Quality Assurance) 3. Return the reviewed and completed file to the Project Manager/Case Manager.</p> <p>Project Manager; 1. Review the file for Quality Assurance. 2. Return the file to the City of Long Beach. 3. Prepare invoice of services rendered.</p>
4. [1-5 questions to evaluate Proposers' ability to mitigate risks address risks or operational / technical / legal challenges: for any risks or challenges that have been identified, consider asking Proposers to explain how their proposal will mitigate or address them.]Explain your plan to mitigate challenges including maintaining availability of sufficient investigators and ability to handle high caseloads during peak periods of recruitment.
Hall Investigations can manage a caseload of 50 applicants at one time. In the event a higher demand is required, we have the ability to add additional investigators or to increase individual caseloads to maintain the level of service and guarantees that our firm will meet and satisfy your service needs.
5. [Partnership: consider asking Proposers to outline what they will need from the City to implement the contract successfully.]Please outline your agency/company expectations of LBPD in providing contract management for

a successful contract implementation and partnership throughout the contract term.
We would request LBPd provide timelines, applicant information, and feedback on completed backgrounds.

Communications & Reporting

1. Please explain the data and reporting systems that will be used to routinely evaluate contract performance, if there are any additional or alternative performance metrics you recommend tracking, how this data will be used for contract management, or how you have used data and reporting systems for program management in the past.
All files will be review for completeness and a timely response. Files will be tracked by date of assignment and reviewed for completeness by the case management.
2. Please explain how employees responsible for conducting investigations will be supervised.
The Case Manager will contact the investigator weekly to insure progress and identify any barriers to insure the 4 to 8 week turn-around timelines are met or extensions are requested.
3. The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. If the proposal includes subcontractors, please describe the plan for how the City will be notified of such payments.
N/A

The Tax Lounge

"where quality and comfort count"

29220 F St., Ste C6
Bakersfield, CA 93301
TTL@gotothelounge.com

June 15, 2022

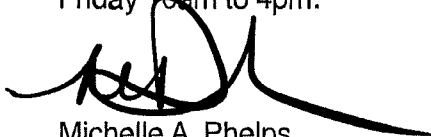
Re: Hall Investigations

To Whom It May Concern:

This is to acknowledge the financial stability of the above referenced company (Hall Investigations).

Wallace Hall has been a client with The Tax Lounge for the past 5 years. Mr. Hall files as a sole proprietor under the business name Hall Investigations (xxx-xx-7762). Hall Investigations averages a net profit of \$66,692.00 annually, with a current balance on hand of \$38,094.00 in the business account at Bank of America.

For any question or concerns please contact our office at 661-368-0915 Monday-Friday 10am to 4pm.



Michelle A. Phelps
Owner/Operator
Lic#A164657

Attachment A: Authorization & Certification

I certify that:

- i. I am authorized to submit this Request for Proposals on behalf of the organization above.
- ii. I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions to the terms and conditions that will be requested have been documented in the table below, Exceptions to Terms & Conditions.
- iii. The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.
- iv. 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.
- v. 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.

Furthermore, as a current or potential Contractor 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:

- i. Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- ii. 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;
- iii. Do not presently have a proposed debarment proceeding pending;
- iv. 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;
- v. 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.
- vi. 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.
- vii. 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.

 Name	Wallace Hall Digitally signed by Wallace Hall Date: 2022.06.12 20:27:13 -07'00' Signature	 Date
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Exceptions to Terms & Conditions

EXCEPTIONS TO TERMS AND CONDITIONS (IF APPLICABLE)

Exceptions to terms and conditions are uncommon, and Proposers are not encouraged to take exception to terms and conditions. However, in the event there are terms that should be reviewed as part of potential negotiation of a final contract, they should be listed here. The City of Long Beach has no obligation to accept any exceptions to terms and conditions. Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

Term & Condition Number	Explanation of Objection
<i>None</i>	

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Wallace Hall dba Hall Investigations Federal Tax ID No.:
Address: Po Box 41
City: Nuevo, State: CA ZIP: 92567
Contact Person: Wallace Hall Telephone: 951-852-4567
Email: hallinvestigations2015@gmail.com Fax: 844-428-8499

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes X No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes X 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 X No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes X 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 X 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 or purchase order with the City.

Executed this 12th day of June, 2022 at 10:00 am, _____

Name: Wallace Hall Signature: Wallace Hall

Title: Sole Proprietor Federal Tax ID No.: [REDACTED]

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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 if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

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

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: Wallace Hall Title: Sole Proprietor

Signature: Wallace Hall Date: 06/12/2022

Business Entity Name: Wallace Hall dba Hall Investigations

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Wallace Hall	
	2 Business name/disregarded entity name, if different from above Hall Investigations	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. PO Box 41	Requester's name and address (optional)
	6 City, state, and ZIP code Nuevo, CA. 92567	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td colspan="9">[Redacted]</td></tr><tr><td colspan="9">or</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Social security number									[Redacted]									or									Employer identification number																	
Social security number																																														
[Redacted]																																														
or																																														
Employer identification number																																														

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 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 for Part II, later.	<table border="1"><tr><td colspan="2">Sign Here</td><td>Signature of U.S. person ► <i>Wallace Hall</i></td><td>Date ► 06/12/2022</td></tr></table>	Sign Here		Signature of U.S. person ► <i>Wallace Hall</i>	Date ► 06/12/2022
Sign Here		Signature of U.S. person ► <i>Wallace Hall</i>	Date ► 06/12/2022		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT “B”

Cost/Rates

Hall Investigations

P.O. Box 41
Nuevo, Ca. 92567
PI License No. 23369

City of Long Beach

Request for Proposal No.: RFP PD22-072

Title: Background Investigation Services

Cost Proposal



PROPOSAL IN RESPONSE TO:

The City of Long Beach RFP PD22-072: Background Investigation Services

COST PROPOSAL SHEET

Hall Investigations

1. BUNDLED SERVICES

The firms fixed fee/cost on the bundled service items listed below that are requested as described in the Scope of Project (all inclusive of all the items identified below).

<u>Description</u>		<u>Base Years 1-2</u>		<u>Option Years 3-4</u>	
<u>Basic Services</u>	<u>Est. Annual Qty.</u>	<u>Unit Cost</u>	<u>Ext. Cost</u>		
a. Application Review	275	Not to exceed		4% per year increase	
b. Database and In-Office Investigation					
c. In-Person Interview					
d. Criminal History (Federal and Local) Inquires					
e. Reference Inquires		Sworn \$1,800.00			
f. Residence/Neighborhood Inquires		Dispatcher/ Special Service Officer \$1,500.00			
g. Law Enforcement Agency Inquiries (Applied)					
h. Employment Inquires					
i. Review Legal, DMV, Education, and Military Documents					
j. Mileage					
k. Travel Expenses for Requested In-Person Interviews Outside of California	Civilian \$1,250.00				
l. DVD, CD-ROM Discs, Flash Drive					

Hall Investigation Services

PROPOSAL IN RESPONSE TO:

The City of Long Beach RFP PD22-072: Background Investigation Services

Fee Schedule Per Case

Fee Breakdown Per Phase

Phase 1 In-Office Investigation/Mail-outs	\$500.00 All levels
Phase II Assign Field Investigator In-Person Interview Cross Reference Data	\$500.00 All levels
Phase III Reference Check Law Enforcement Inquires Neighborhood Canvassing Relative Inquires Employment Inquires	\$500.00 Sworn \$200.00 Dispatcher/SSO
Phase IV Prepare Summary Report Invoice Deliver Reports	\$300.00 All Levels
Basic Hourly Rate / Per Diem (out of area)	\$80 per hour
NOT TO EXCEED	\$1,800.00

CERTIFICATIONS

I, Wallace Hall, a duly authorized agent of **Hall Investigations**, hereby certify that **Hall Investigations**, by submission of this proposed quote valid for (90) days and in response to the RFP PD22-072 agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature Wallace Hall

Date: June, 12, 2022

Title Owner

Hall Investigation Services



EXHIBIT “C”

City’s Representative(s):

Joshua Brearley, Sergeant

Office: 562.570.5959

Joshua.Brearley@longbeach.gov

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

Wallace Hall, Sole Proprietor

Office: 951.852.4567

Hallinvestigations2015@gmail.com