

REQUEST FOR STATEMENTS OF QUALIFICATIONS

Strategic Media Consulting and Crisis Communications Services for the Port of Long Beach

Release Date: October 17, 2022

Submission Deadline: November 21, 2022 at 5:00 p.m. (PST)

Available online at <http://www.planetbids.com/portal/portal.cfm?CompanyID=19236>



www.polb.com

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1. INTRODUCTION

The Port of Long Beach's mission, as defined in its Strategic Plan, is as follows: "The Port of Long Beach is an international gateway for the reliable, efficient and sustainable movement of goods for the benefit of our local and global economies."

The Port of Long Beach is one of the world's premier seaports, a gateway for trans-Pacific trade and a trailblazer in goods movement and environmental stewardship. As the second-busiest container seaport in the United States, the Port handles trade valued at more than \$200 billion annually and supports 2.6 million trade-related jobs across the nation, including 575,000 in Southern California and more than 50,000 jobs – or 1 in 5 – in Long Beach.

The Port is governed by the City of Long Beach's Board of Harbor Commissioners, and managed by the staff of the Long Beach Harbor Department. The Port operates as a landlord, which develops shipping terminals and leases them to its customers. Port funding is generated through the leasing of these terminals to private shipping lines and terminal operators. Local taxpayers do not pay for Port operations or the salaries of Port employees. More information about the Port of Long Beach can be found at www.polb.com.

2. SCOPE OF WORK

The Commission Office is seeking the following services:

- Assist Port staff with strategic communications projects, writing, and communications services to promote the Port's goals and brand.
- Provide strategic communications and messaging consultation to Port staff and officials.
- Provide presentation and on camera media training to Port staff and officials.
- Advise Port officials on high-profile messaging and crisis communications issues.
- Assist the Communications Division in updating and maintaining the Emergency Public Information Plan.
- Provide administrative support and assistance with coordinating and implementing the Emergency Public Information Plan and Joint Information Center as needed.

3. STATEMENT OF QUALIFICATION REQUIREMENTS

Each submittal will clearly identify the respondent's qualifications and costs/fees. The specific content of each submittal may vary, but all proposals must include the following information:

- **Title Page:**
 - The Proposal Title, Proposer Name, and Submittal Date.
- **Cover letter with contact information:**
 - The legal name of the firm, street address, and telephone number.
 - The name, address, telephone number, and email address of the person to whom correspondence should be directed.
 - The address and phone number of the facility where the work is to be undertaken.

- Acknowledgment of receipt of all RSOQ addenda, if any.
- **Firm Overview and Structure:**
 - A general description of the firm, including its organizational structure (e.g., individual, partnership, corporation, joint venture); size; and locations of main and branch offices where work may be performed. Identify location with primary responsibility for performing work.
 - Firm history (including the year firm was established and currently operated).
 - Identify services provided.
- **Experience:**
 - Provide brief summaries of the firm's and/or individuals' expertise in providing media counseling and crisis communications services.
 - Provide descriptions of similar assignments involving work described in this RSOQ, including metrics/results and client contact information. POLB may contact these references. Only projects for which the firm had significant responsibility should be included. An emphasis should be placed on the quality and relevance of previous experience.
- **Strategy and Approach to Work:**
 - Describe your understanding of the types of services needed to perform the duties as outlined in Section 2, Scope of Work.
 - Identify the challenges and issues that could arise and your approach to dealing with them.
 - Describe your firm's methodology/strategy to plan and perform the work outlined in this RSOQ, describe the deliverables you will provide, and how you would measure the results.
- **Rate Sheet:**
 - Provide a rate sheet with hourly rates by job title for all personnel expected to perform work set forth in this RSOQ.
 - Rates should be provided for the prime consultant, and all proposed sub-consultants.
- **Contractor Certification Form:**
 - Firms must complete and submit the Contractor Certification Form included in Appendix C, acknowledging the insurance requirements and contract terms and conditions.
- **SBE 2-P Form:**
 - Firms must complete and submit the SBE 2-P form included in Appendix B, demonstrating the level of commitment to the assigned SBE/VSBE goals. See appendix B for goal information and instructions.
- **Resume(s):**
 - The resumes of the proposed team members to be assigned to this engagement. Include resumes for each staff member and a project team organization chart.

Failure to include all requirements cited in this section may result in disqualification or deductions from the overall score.

4. SELECTION PROCESS

Statements of Qualifications will be reviewed and ranked by a selection committee using

the following criteria:

- Firm Overview and Structure: 5 points
- Experience and Relevance: 40 points
- Strategy and Approach: 40 points
- Cost: 10 points
- SBE/VSBE Participation: 5 points

Total: 100 points

Subsequent to scoring Statements of Qualification, POLB may elect to interview one or more of the highest ranked respondents as part of the selection process. Should interviews be held, the results of the interview will determine the selected firm. Contract negotiations will begin after the final selection. Should the selected firm and POLB be unable to agree on contractual terms, POLB reserves the right to begin negotiations with the next highest ranked firm.

5. INSURANCE REQUIREMENTS

The selected contractor(s) will be required to provide and maintain insurance coverage with limits no less than those specified in Appendix A. Prior to final execution of the contract, proof of insurance coverage must be provided or certified copies of the policies which name the City of Long Beach Board of Harbor Commissioners as an additional insured/endorsement holder. ***Standard ACORD forms will not be accepted in lieu of the required endorsement forms.***

Forms can be found at:

http://www.polb.com/economics/contractors/forms_permits/insurance.asp

At the direction of the Port, the Vendor, its risk manager or insurance professional, and the Vendor's insurance broker shall participate in a mandatory conference with the Port's Risk Management Division within fifteen (15) business days after the Vendor is notified of conditional award by the Port. The purpose of this mandatory conference will be to discuss the insurance and form requirements contained in the Contract. Failure to participate in person or by telephone may result in the Contract being awarded to the next qualified vendor.

Please note that failure, for whatever reason, to provide the required documentation of insurance coverage within 30 days of selection could result in disqualification and the selection of the next high-ranking proposer.

6. SUBMITTAL PROCEDURES

Electronic submissions are due no later than **5:00 p.m. (PST) on November 21, 2022**. Proposals are to be no more than 25 pages, and in 12-point font. The title page, cover letter, resume(s), SBE-2P form, rate schedules, and the Contractor Certification form are excluded from the 25-page limit.

All Proposals must be submitted electronically through PlanetBids
<http://www.planetbids.com/portal/portal.cfm?CompanyID=19236>

Submittals received after the deadline will be disqualified. Submittals exceeding the 25-page count requirement may be disqualified.

Questions related to any part of this RSOQ must be submitted through the PlanetBids system no later than 5 p.m. on November 7, 2022. Answers to questions will be posted on PlanetBids by November 14, 2022.

The Port has established a Small Business Enterprises/Very Small Business Enterprises Program to encourage small business participation on Professional Services contracts.

The combined SBE/VSBE participation goal established for this project is twenty percent (20%), of which a minimum of zero percent (0%) must be allocated to VSBEs.

SBE and VSBE Eligibility

1. SBE eligibility is determined by utilizing federal U.S. Small Business Administration (SBA) size standards and/or by the standards set by the State of California's Department of General Services (DGS).
 - a. The SBA size standards are based on the North American Industrial Classification System (NAICS) codes. To identify the NAICS code(s) that a business may qualify under, log on to www.sba.gov.
 - b. DGS has established a separate set of SBE eligibility standards and classification codes. Log on to www.dgs.ca.gov for complete DGS certification information.
2. VSBE and/or Micro-business eligibility is determined by utilizing the criteria set by the DGS "micro-business" designation: Contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of \$5 million or less, or small business manufacturers with 25 or fewer employees.

SBE Certification

1. All businesses wishing to receive SBE and VSBE status on a Port contract are required to be certified by either the Port or by the DGS.
2. To access the POLB Vendor Portal, visit the Port's website: www.polb.com/sbe and click on POLB Vendor Portal under the Navigation Menu.
3. To access the DGS procurement system, businesses may log on to: www.dgs.ca.gov.
4. Port-issued SBE certifications are generally valid for three (3) years. However, the Port may ask an SBE/VSBE to update its SBE qualifying information at any time. The Port does not issue separate VSBE certifications. VSBE status is designated in a vendor's procurement system account.

Pre-Contract Award Compliance with SBE/VSBE Program Requirements:

1. Prime Consultants responding to this procurement are required to submit an SBE/VSBE Commitment Plan for Professional Services Contracts (POLB Form SBE-2P) with their

submittal. The Commitment Plan shall identify the proposed SBE/VSBE subcontractors, vendors and suppliers, contact information, a description of services that matches their certification(s), and their proposed level of participation at a minimum.

2. The completed CP shall demonstrate the consultant's ability and intent to meet the combined SBE/VSBE participation goal. The ability and intent to meet the combined SBE/VSBE participation goal shall be demonstrated by entering a numerical value in the percent of total prime contract value fields on the CP.
3. Firms listed on the CP must be SBE certified in the Port's online procurement system and/or by the DGS by the required submittal due date.
4. The level of SBE/VSBE Commitment will be verified by Port staff and factored into the scoring criteria used during the evaluations of the proposals.

The contract specific SBE/VSBE participation goal for the awarded contract may be revised during contract negotiations. The negotiated consultant contract will specify the type and amount of work to be performed by specific SBE/VSBE firms. If additional SBE/VSBE subconsultants, vendors, or suppliers are added to the selected consultant's team during negotiations, they must also be certified by the DGS or in the Port's online procurement system for their participation to be credited. If the Port and the selected firm are unable to negotiate the established level of SBE/VSBE participation, the Port reserves the right to end negotiations and enter into negotiations with the next highest-ranked consultant.

Post-Contract Award Compliance with SBE/VSBE Program Requirements:

The selected consultant shall report the dollar value of payments to small businesses on a monthly basis and at project close-out. The reporting may be accomplished electronically through the Port's designated system or by submitting a completed SBE/VSBE Monthly Utilization Report for Professional Service Contracts (POLB Form SBE-3P) with every invoice. The Port will instruct the contractor which method to utilize. The reported data will be reviewed for accuracy and completeness. Any SBE/VSBE substitutions will need to be pre-approved by the Port.

Additional information regarding the Port's SBE/VSBE Program may be found on the Port's SBE website at www.polb.com/sbe.

END OF REQUEST FOR STATEMENTS OF QUALIFICATIONS

APPENDIX A:

INSURANCE REQUIREMENTS

Insurance Requirements

As a condition precedent to the effectiveness of this contract, Consultant shall procure and maintain in full force and effect during the term of this contract the types and levels of insurance described below. The term of insurance coverage shall include maintenance and warranty periods.

The required insurance and the documents provided as evidence thereof shall be in the name of Consultant as indicated on the contract.

Package policies which contain more than a single coverage type and share primary per occurrence and/or aggregate limits are not permitted.

Coverage which requires the City to tender a claim or suit to its own insurer(s), or make its own insurance available is not permitted.

If policies are written with aggregate limits, the aggregate limit shall be at least twice the occurrence limits or as specified below.

Excess or umbrella policies, if used, shall be following form and shall provide coverage that is equal to or broader than the underlying coverage.

The full policy limits and scope of coverage shall apply to the additional insureds required below even if they exceed the minimum insurance requirements specified herein.

At the direction of the Port, the Consultant, its risk manager or insurance professional and the Consultant's insurance broker shall participate in a mandatory conference with the Port's Risk Management Division within fifteen (15) calendar days after the Consultant is notified of conditional award by the Port. The purpose of this mandatory conference will be to discuss the insurance and form requirements contained in the Contract. Failure to participate in this mandatory conference in person or by telephone may result in the Contract being awarded to the next qualified consultant.

Commercial General Liability:

Commercial General Liability insurance shall be provided on Insurance Services Office (ISO) CGL Form No. CG 00 01 or the equivalent, including provisions for defense of additional insureds and defense costs shall be in addition to limits.

Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverage provided and two million dollars (\$2,000,000) general aggregate.

Coverage shall be included on behalf of the insured for claims arising out of the actions of independent contractors.

The policy shall contain no provisions or endorsements limiting coverage for contractual liability or third party over action claims.

The policy shall not limit coverage for the additional insured to "ongoing operations" or in any way exclude coverage for completed operations.

Defense costs shall be excess of limits.

The policy must include work performed "by or on behalf" of the Consultant.

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Coverage shall not exclude contractual liability, restrict coverage to the sole liability of Consultant, require the City to tender defense or indemnity to its insurer(s), make its insurance available, or contain any other exclusion contrary to this contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written advance notice of cancellation has been served upon the City, except ten (10) days shall be allowed for non-payment of premium. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of this contract with the City.

Continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this contract.

The policy of insurance shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured using ISO Forms CG 20 10 and CG 20 37 or their equivalent.

Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to this contract.

Business Automobile Insurance:

Automobile Liability Insurance shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto).

Limit shall be no less than five hundred thousand dollars (\$500,000) combined single limit per accident.

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City.

If Consultant does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies provided that a separate policy limit is provided for this coverage as required by this contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written advance notice of cancellation has been served upon the City, except ten (10) days advance notice shall be allowed for non-payment of premium. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured.

Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to this contract.

Workers' Compensation:

Workers' Compensation Insurance, as required by the State of California, and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and disease.

Cancellation: The policy shall not be cancelled or the coverage reduced until a thirty (30) day written advance notice of cancellation has been served upon the City, except ten (10) days advance notice shall be allowed for non-payment of premium. Consultant agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

The policy of insurance required above shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its Board of Harbor Commissioners, employees and agents.

Deductible/Self-Insured Retention:

Any deductible or self-insured retention must be approved in writing by the Executive Director and shall protect the City, its Board of Harbor Commissioners, agents and employees in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. Any deductible or self-insured retention must be approved in writing in accordance with City insurance guidelines.

Evidence of Insurance:

The Consultant, concurrently with the execution of this contract, and as a condition precedent to the effectiveness of this contract, shall deliver a certificate of insurance as evidence of the coverage required by this contract and each waiver of subrogation endorsement required by this contract to

the Executive Director for approval as to sufficiency and to the City Attorney or approval as to form.

The Port reserves the right to require that complete, certified copies of policies be submitted.

All required insurance documentation shall be correctly submitted and shall be provided to the Executive Director or his or her designee no later than 45 calendar days after the contract has been awarded. If the submitted insurance documentation does not meet the insurance requirements contained herein, and cannot be approved by Risk Management and the City Attorney's office during the same 45-day time period as a result, the contract will be cancelled.

At least five (5) days prior to the expiration of any such policy, evidence of insurance showing that such insurance has been renewed or extended shall be filed with the Executive Director. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Executive Director evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

Failure to Maintain Coverage:

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been approved by the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this contract.

Acceptability of Insurers:

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-:VII, and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City insurance guidelines.

Contractual Liability:

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract but this insurance provision in no way limits the indemnity provisions and the indemnity provisions in no way limit this insurance provision.

APPENDIX B:

SMALL BUSINESS ENTERPRISE (SBE)/VERY SMALL BUSINESS ENTERPRISE (VSBE) PROGRAM

SBE-2P: SBE/VSBE Commitment Plan For Professional Services

Form Instructions:

Prime consultants are required to submit an SBE/VSBE Commitment Plan for Professional Services Contracts. A completed Commitment Plan shall demonstrate the prime consultant's ability and intent to meet the combined SBE/VSBE participation goal by identifying all proposed SBE/VSBE consultants, contact information, a description of services that matches their certification(s), and their proposed level of participation at a minimum.

All sections of the form must be completed legibly in black or dark blue ink, or using the fillable PDF form. A Commitment Plan may be deemed incomplete if required fields with an asterisk* are not completed.

Submission of this form declares that all information provided is true and correct and acknowledges that the prime consultant has read and agrees to all declarations outlined in Section 4 of this form.

Section 1 – Project Information

Enter the project information as it appears in the PlanetBids solicitation.

PROJECT NAME: *	BID DEADLINE:
COMBINED SBE/VSBE GOAL:	

Section 2 – Prime Consultant Information

Enter prime consultant information associated with the PlanetBids vendor account.

PRIME CONSULTANT NAME: *	VENDOR ACCOUNT NUMBER:		
CONTACT NAME:	EMAIL ADDRESS: *	PHONE NUMBER:	
Are you a prime SBE/VSBE*?	<input type="checkbox"/> SBE	<input type="checkbox"/> VSBE	<input type="checkbox"/> None

***Note: The Port of Long Beach (POLB) does not issue VSBE certifications; VSBE status is a sub classification of the SBE certification and is visible in the SBE account profile.**

Section 3 – Subcontractor Information

List all SBE/VSBE subcontractors, vendors, suppliers, and other businesses that will render materials or services under this contract. Do not list non-SBE/VSBE firms. Lower tier SBE/VSBE subcontractors and vendors/suppliers rendering materials or services to subcontractors must also be listed to receive participation credit (see vendor example in grey row below).

For a firm to be counted toward meeting the SBE/VSBE goals by the required submittal due date for the solicitation, the subcontractor must be SBE certified by POLB and have an active account on POLB’s online vendor database Planet Bids (PB) System: www.polb.com/sbe, or they must be certified by the State of California’s Department of General Services (DGS): www.dgs.ca.gov.

The prime consultant must verify the current eligibility status of each SBE/VSBE, prior to listing the firm(s) in this section. Verification of SBE/VSBE status can be conducted in one of two ways:

1. Locate the SBE/VSBE firm in the PlanetBids System and/or;
2. Contact POLB SBE staff at sbeprogram@polb.com and request verification of SBE/VSBE status.

BUSINESS NAME*	EMAIL ADDRESS*	PB OR DGS VENDOR ID NUMBER*	BRIEF DESCRIPTION OF WORK*	NAICS CODE FOR WORK DESCRIPTION*	% OF TOTAL CONTRACT VALUE*
<i>(Associated with PB/DGS Account)</i>					
<i>Example: ABC Testing</i>	<i>ABCtesting@testing.com</i>	<i>612345</i>	<i>Testing Subcontractor</i>	<i>238220</i>	<i>20.00%</i>
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Total SBE/VSBE Subcontractor Percentage*:					_____ %

***Attach additional pages if necessary**

Section 4 – Declarations

1. I hereby declare that I am authorized to submit this Commitment Plan on behalf of the prime consultant submitting a bid for this solicitation.
2. I acknowledge that for a firm to be counted toward meeting the SBE/VSBE goals, the firm must be SBE certified on POLB's online vendor database PB System or by the State of California's Department of General Services (DGS) by the required submittal due date for the solicitation.
3. I acknowledge that it is my responsibility to verify the current eligibility status of each SBE/VSBE, prior to listing the firm(s) on the Commitment Plan.
4. I acknowledge that all SBEs/VSBEs must be SBE certified for the materials/services that they will be rendering.
5. I acknowledge that all SBEs/VSBEs must provide materials/services directly applicable to the contract.
6. I acknowledge that if a contract is awarded, DGS subcontractors will need to obtain a POLB SBE certification.
7. I acknowledge that POLB staff will verify the SBE/VSBE status of all businesses and the level of SBE/VSBE commitment will be factored into the scoring criteria used during the evaluations of the proposals.
8. I acknowledge that POLB will resolve any certification discrepancy that arises between POLB's SBE/VSBE certification and the DGS SB/Microbusiness certification using current verifiable data. In the case of a discrepancy that remains unresolved, POLB SBE staff shall make the final determination of certification status.
9. I acknowledge that failure to complete the fields requesting percentage of contract value for the prime consultant and/or subcontractors may result in a determination that the prime consultant did not meet the SBE/VSBE goals for the project.
10. I consent for POLB staff to contact me using the contact information listed under Section 2 of this form, should there be a question or clarification regarding an SBE/VSBE subcontractor listed.

APPENDIX C:

CONTRACTOR CERTIFICATION FORM



CONTRACTOR CERTIFICATION FORM

Purpose & Instructions: The purpose of this form is to ensure that all proposers are aware of POLB's Insurance Requirements, Contract Terms and Conditions, and other general terms of conducting business with POLB. Please initial and date all statements that you agree with. A person who is authorized to bind your organization to the terms of this proposal must sign and date in the space provided below including the individual's name and title. ***This form is to be submitted along with your proposal.***

Project Name: _____

Company Name

Main Telephone Number

Street Address

City, State, Zip Code

Insurance Requirements

_____ I understand the insurance requirements for the proposed scope of work. I have discussed the insurance requirements with my insurance carrier and my company will be able to obtain the required insurance if awarded a contract.

Contract Terms and Conditions

_____ I have read the POLB contract template provided and agree to all standard terms and conditions.

_____ I have read the POLB contract template provided and agree to the standard terms and conditions with the exception of what is noted in the space below. Note: Exceptions to the POLB's indemnification language and insurance requirements will not be considered.

Explain:

General

- _____ I understand the following additional conditions:
- Any information submitted is subject to the Freedom of Information Act (i.e. Public Records Request).
 - There is no known conflict of interest that would impair the objectivity of either the firm or POLB staff in carrying out the subject scope of work.
 - Any attempt to lobby members of the BHC, City Council, or POLB/COLB staff between the time a solicitation is released until the announcement of contract award, may result in disqualification from the selection process.
 - The proposer must be in compliance with the registration requirements of the California Secretary of State and if awarded a contract, be able to obtain a City of Long Beach business license.

_____ My signature below certifies that the statements initialed above are true and correct and I agree that our submitted proposal shall remain valid for the period of time stated in the RFP / RSOQ / RFQ. Furthermore, I understand that POLB is not bound to accept the lowest bid or award a contract for professional service contracts.

Signature

Print Name

Title

Telephone Number

Email Address

APPENDIX D:

SAMPLE CONTRACT

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

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**CONTRACT FOR CONSULTING SERVICES
BETWEEN THE CITY OF LONG BEACH AND**

NAME
STREET AND P.O. BOX ADDRESS
CITY, STATE, ZIP
TELEPHONE NO.
FAX NO.

THIS CONTRACT is made and entered into, in duplicate, as of the date executed by the Executive Director of the Long Beach Harbor Department (“Executive Director”), by and between the CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners (“City”), pursuant to authority granted by said Board at its meeting of _____, 20__; and [_____], a [_____] corporation (“Consultant”).

1. This contract is made with reference to the following facts and objectives:

1.1 City[, from time to time,] has the need for _____].

1.2 Consultant represents that it has in its employ [licensed and] experienced personnel who are qualified to render these services.

1.3 City wishes to employ Consultant upon the following terms and conditions to render such services as City shall [from time to time] request.

2. Consultant shall provide, in accordance with generally accepted professional and technical standards currently in effect, such services [within the scope of work] as may be requested in writing [from time to time during the term of this contract] by the Executive Officer to the Board of Harbor Commissioners (the “Executive Officer”). [The anticipated scope of work is set forth in the [_____] dated [_____], attached hereto as Exhibit A and incorporated by this reference.]

1 3. The term of this contract shall [be deemed to have] commence[d] on
2 [_____] and, subject to the provisions of paragraph [____], shall terminate on
3 [_____].

4 4. In requesting the services of Consultant, the Director shall identify the
5 project for which such services are requested and shall establish the maximum amount to
6 be charged by Consultant on such project, the time limit within which Consultant is to
7 complete the work, and the charge point to be used by Consultant in billing City.
8 Consultant's charges on any project shall not exceed the maximum amount so established
9 without the express written approval of the Director.

10 5. Charges made by Consultant for such services shall be based on
11 Consultant's [_____], attached hereto as Exhibit [____] and incorporated
12 by this reference.

13 6. Consultant shall submit a separate statement not later than the tenth
14 day of each month for [each project upon which] services [which] have been performed
15 during the immediately preceding month, referring in each of the statements to the charge
16 point for such project previously furnished by the Director and detailing the services
17 performed and expenses, if any, incurred. All payments to Consultant shall be made by
18 City in due course, not to exceed thirty (30) days, after approval of invoice by the Director.

19 7. [Subject to the provisions of subparagraph 7.1,] T[t]he total amount
20 which shall be payable by City to Consultant for Consultant's services [on all projects]
21 during the term of this contract shall not exceed \$_____.

22 [7.1 If, during the course of the described services, additional work
23 beyond the scope of services described in Exhibit A is, in the opinion of the Director,
24 required or desired, the Director may authorize such additional work by Consultant;
25 provided the Director first receives written confirmation from the Harbor Department
26 Risk Manager that no insurance is necessary for the additional work other than the
27 insurance required by paragraph _____ of this contract, and provided further, total
28 compensation to be paid hereunder, including compensation for such additional

1 services, shall not exceed \$_____].

2 8. All designs, sketches, drawings, specifications, data and other
3 information, in whatever form or medium, compiled or prepared by Consultant in performing
4 its services or furnished to Consultant by City shall be the property of City and City shall
5 have the unrestricted right to use or disseminate same without payment of further
6 compensation to Consultant.

7 9. All books, accounts, reports, files, correspondence, data, contract
8 information and other records relating to this contract shall be maintained by the Consultant
9 and its subconsultants during the term of this contract and for a period of five years after
10 termination or expiration of this contract and shall be subject at all reasonable times to
11 review, inspection, and audit by the City. Such records shall be produced by the Consultant
12 and/or the subconsultant within a reasonable time at a place designated by the City, upon
13 written notice to the Consultant. Consultant shall allow, and shall require subconsultants
14 to allow, City and its authorized representative(s), auditors, attorneys and accountants,
15 upon twenty-four (24) hour notice to Consultant, full access to inspect and copy all the
16 above books and records at a location within the Southern California area.

17 10. City shall have the right to terminate this contract at any time upon ten
18 (10) days' written notice to Consultant. If the contract is so terminated prior to the expiration
19 of the term, Consultant shall be paid for those charges which have accrued but not been
20 paid through the effective date of termination. Consultant agrees to accept such amount,
21 plus all amounts previously paid, as full payment and satisfaction of all obligations of City
22 to Consultant.

23 11. Neither City nor any of its employees shall have any control over the
24 conduct of Consultant, or employees of Consultant, except as herein set forth, and
25 Consultant and employees of Consultant shall not, at any time or in any manner, represent
26 that Consultant or employees of Consultant, or any of them, are the officers, agents, or
27 employees of City. It is expressly understood and agreed that Consultant is, and shall at
28 all times remain, as to City a wholly independent contractor, and each party's obligations

1 to the other party are solely such as are set forth in this contract. Consultant shall be free
2 to contract for similar services to be performed for others during this contract. [Consultant
3 acknowledges and agrees that: (i) City will not withhold taxes of any kind from Consultant's
4 compensation; (ii) City will not secure workers' compensation or pay unemployment
5 insurance to, for or on Consultant's behalf; and (iii) City will not provide and Consultant is
6 not entitled to any of the usual and customary rights, benefits or privileges of City
7 employees.]

8 12. Consultant agrees, subject to applicable laws, rules, and regulations,
9 not to discriminate in the performance of this contract against any employee or applicant
10 for employment on the basis of race, color, national origin, religion, sex, sexual orientation,
11 gender identity, AIDS, HIV status, age, disability, handicap, or veteran status. Consultant
12 shall ensure that applicants are employed and that employees are treated during
13 employment without regard to any of these bases, including but not limited to employment,
14 upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination,
15 rates of pay or other forms of compensation, and selection for training, including
16 apprenticeship. Consultant agrees to post in conspicuous places available to employees
17 and applicants for employment notices to be provided by City setting out the provisions of
18 this nondiscrimination clause. Consultant shall in all solicitations or advertisements for
19 employees state that all qualified applicants will receive consideration for employment
20 without regard to these bases. Compliance with the Americans with Disabilities Act of 1990
21 shall be the sole responsibility of Consultant, and Consultant shall defend and hold the City
22 harmless from any expense or liability arising from Consultant's non-compliance therewith.

23 13. Any notices to be given under this contract shall be given in writing.
24 Such notices may be served by personal delivery, facsimile transmission or by first class
25 regular mail, postage prepaid. Any such notice, when served by mail, shall be effective
26 two (2) calendar days after the date of mailing of the same, and when served by facsimile
27 transmission or personal delivery shall be effective upon receipt. For the purposes hereof,
28 the address of City, and the proper person to receive any such notices on its behalf, is:

1 Executive Director, Long Beach Harbor Department, P.O. Box 570, Long Beach, California
2 90801; and the address of Consultant as indicated above.

3 14. This contract contemplates the personal services of Consultant and
4 its employees, and it is recognized by the parties hereto that a substantial inducement to
5 City for entering into this contract was, and is, the professional reputation and competence
6 of Consultant and its [employees] [key employee _____]. Neither this contract
7 nor any interest therein may be assigned or delegated by Consultant, except upon the prior
8 written consent of the Executive Director. Any attempted assignment or delegation without
9 such consent shall be void, and any assignee or delegate shall acquire no right or interest
10 by reason of such attempted assignment or delegation. Furthermore, Consultant shall not
11 subcontract any part of the performance contemplated and provided hereunder, except as
12 specified in this contract, in an amendment hereto, or with the prior written consent of the
13 Director. Before granting any such consent, the Director shall obtain the concurrence of
14 the Directors of Finance and Risk Management to the proposed subcontractor. Nothing
15 herein shall prevent Consultant from employing or hiring as many employees as Consultant
16 may deem necessary for the proper and efficient execution of this contract.

17 15. Consultant covenants that both itself, in its corporate capacity, and its
18 principals presently have no interest and shall not acquire any interest, direct or indirect,
19 which would conflict in any manner or degree with the performance of services required to
20 be performed under this contract.

21 16. (a) Consultant shall indemnify, protect and hold harmless City, the
22 Board of Harbor Commissioners, and their officials, employees and agents
23 (“Indemnified Parties”), from and against any and all liability, claims, demands,
24 damage, loss, obligations, causes of action, proceedings, awards, fines, judgments,
25 penalties, costs and expenses, including attorneys’ fees, court costs, expert and
26 witness fees, and other costs and fees of litigation, arising or alleged to have arisen,
27 in whole or in part, out of or in connection with (1) Consultant’s breach or failure to
28 comply with any of its obligations contained in this contract, or (2) negligent or willful

1 acts, errors, omissions or misrepresentations committed by Consultant, its officers,
2 employees, agents, subcontractors, or anyone under Consultant’s control, in the
3 performance of work or services under this contract (collectively “Claims” or
4 individually “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) To the extent this contract is a professional service contract for
20 work or services performed by a design professional, such as an architect,
21 landscape architect, professional engineer or professional land surveyor, subject to
22 California Civil Code Section 2782.8, the provisions of this Section regarding
23 Consultant’s duty to defend and indemnify shall be limited to apply only to Claims
24 that arise out of, pertain to, or relate to the negligence, recklessness, or willful
25 misconduct of the Consultant.] [INCLUDE ONLY IN CONTRACTS INVOLVING
26 DESIGN SERVICES]

27 (e) The provisions of this paragraph shall survive the expiration or
28 termination of this contract.

1 17. As a condition precedent to the effectiveness of the contract, the
2 Consultant shall comply with the insurance requirements attached hereto as Exhibit [____].

3 18. Consultant shall obtain and maintain any necessary licenses and
4 permits required under Title 3 and Title 5 of the Long Beach Municipal Code. City may
5 withhold any payment to Consultant until Consultant comes into compliance with such
6 licensing and permitting requirements.

7 [19. This contract shall be deemed made in the State of California and shall
8 be governed by the laws of said State (except those provisions of California law dealing
9 with conflicts of law), both as to interpretation and performance.]

10 [20. It shall be mandatory for the Consultant to pay not less than the said
11 prevailing rate of wages to all workers employed by the Consultant in the execution of this
12 contract. The Consultant expressly agrees to comply with the penalty provisions of
13 California Labor Code section 1775 and the payroll record keeping requirements of
14 California Labor Code section 1771.]

15 21. VACCINE MANDATE AND REQUIREMENTS TO MITIGATE THE
16 SPREAD OF COVID-19. Consultant shall be considered a “Contractor” for purposes of
17 this provision. Contractor and all Subcontractors shall comply with all applicable Federal,
18 State, and City statutes, regulations, orders, ordinances and policies relating to mitigating
19 the transmission of COVID-19. These requirements specifically include, without limitation,
20 compliance with: (1) the COVID-19 Prevention Emergency Temporary Standards, as
21 modified, amended, or superseded from time to time by Cal/OSHA; and (2) the City’s
22 COVID-19 Prevention Program (“CPP”), as may be modified, amended, or superseded
23 from time to time by the City, which includes the requirement that all Contractor Workers
24 be either Fully Vaccinated or Exempt Workers who have taken and received a negative
25 COVID-19 Test result within seven days prior to being on-site and performing applicable
26 work, as described below, at Harbor Department facilities. (See the CPP, attached hereto
27 as Exhibit D, and incorporated herein by this reference.) “Contractor Workers” includes all
28 of Contractor’s employees, agents and Subcontractors and all employees of Contractor’s

1 agents and Subcontractors, who perform the following for a cumulative 15 minutes or more
2 per 24-hour day: (1) interact in-person with City employees; or (2) work inside Harbor
3 Department facilities. An “Exempt Worker” is defined as a Contractor Worker who performs
4 applicable work, as described above, who is exempt from the requirement to be Fully
5 Vaccinated based on a qualifying medical reason or strongly held religious belief in
6 accordance with state and federal law, as set forth in the City’s CPP. Notwithstanding any
7 provision in the CPP, only Fully Vaccinated Contractor Workers, without any exceptions or
8 exemptions, may attend or provide services at business and community events and in-
9 person conferences, regardless of the venue. This is consistent with the City’s policy
10 requiring proof of vaccination by non-employees in order to participate in business and
11 community events and in-person conferences. (See Exhibit D, Section 8.8.) Contractor is
12 solely responsible for all costs associated with compliance with this provision.

13 22. In the event of any conflict or ambiguity between this written
14 agreement and any exhibit hereto, the provisions of this agreement shall govern.

15 23. This contract shall not be amended, nor any provision or breach hereof
16 waived, except in writing signed by the parties which expressly refers to this contract.

17 24. This contract, including all exhibits, constitutes the entire
18 understanding between the parties and supersedes all other agreements, oral or written,
19 with respect to the subject matter herein.

20 25. This contract may be executed in one or more counterparts, each of
21 which shall constitute an original and all of which when taken together shall constitute one
22 agreement. The words “execution,” “signed,” “signature,” and words of like import in this
23 contract shall include images of manually executed signatures transmitted by facsimile or
24 other electronic format (including, without limitation, “pdf,” “tif” or “jpg”) and other electronic
25 signatures (including, without limitation, DocuSign). The use of electronic signatures
26 herein, or in any amendments to this contract, and any electronic records related to this
27 contract (including, without limitation, any contract or other record created, generated, sent,
28 communicated, received, or stored by electronic means), shall be of the same legal effect,

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

1 validity and enforceability as a manually executed signature or use of a paper-based
2 record-keeping system to the fullest extent permitted by applicable law, including the
3 Federal Electronic Signatures in Global and National Commerce Act, the California Uniform
4 Electronic Transaction Act, the New York State Electronic Signatures and Records Act and
5 any other applicable law, including, without limitation, any state law based on the Uniform
6 Electronic Transactions Act or the Uniform Commercial Code. Each party hereto hereby
7 agrees that such electronically signed and/or electronically transmitted signatures shall be
8 conclusive proof, admissible in judicial proceedings, of such party's execution of this
9 contract.

10

[_____]

11

By: _____
Name: _____
Title: _____

12

13

By: _____
Name: _____
Title: _____

14

15

16

CONSULTANT

17

CITY OF LONG BEACH, a municipal
corporation, acting by and through its
Board of Harbor Commissioners

18

19

By: _____
Mario Cordero
Executive Director
Long Beach Harbor Department

20

21

22

CITY

23

The foregoing document is hereby approved as to form.

24

25

CHARLES PARKIN, City Attorney

26

By: _____
Principal Deputy/ Deputy

27

28

CMG:arh [date] (#A22-03021 rev 09/20/22)
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