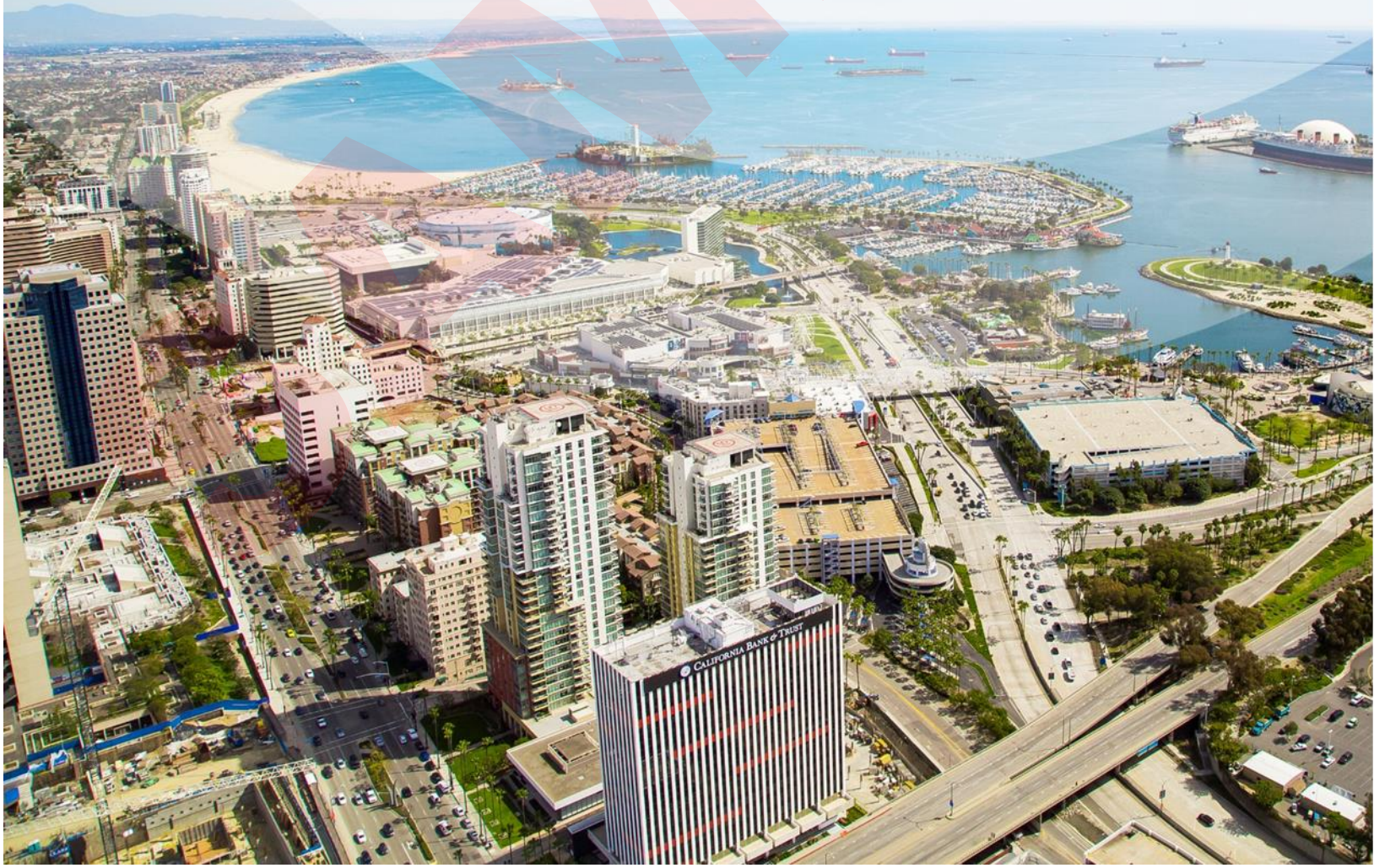
City of Long Beach

Challenge-Based Request for Proposals Number [DDFY-XXX]

[Challenge-Based RFP Title]

SAMPLE



Overview

Summary

The Long Beach Smart City Challenge enables collaboration between the City and technology companies to address civic problems to increase our capacity for service delivery to residents. [1-3 sentence synopsis of the Department's Challenge.]

Key Dates

Release Date: [Time] [Date]

[Optional/Mandatory] Pre-Proposal Meeting: [Time] [Date]

Questions Due to the City: [Time] [Date]

Proposals Due: [Time] [Date]

The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

Proposal Information

Instructions for what to include in your proposal and how to submit it are detailed in Section 3.

Proposals must be submitted electronically via LongBeachBuys.com.

Official Contact

[Buyer Name]
rfppurchasing@longbeach.gov
All communication with the City related to this RFP must be directed to the contact listed above.

SAMPLE

Contents

1 The Opportunity

1.1 Challenge Statement

1.2 Objectives

1.3 Project Background

1.4 Award Terms

1.5 Performance Metrics & Contract Management

2 How We Choose

2.1 Minimum Qualifications

2.2 Evaluation Criteria

3 Proposal Instructions & Content

3.1 Timelines & Instructions

3.2 Proposal Content

3.3 Narrative Proposal Template

4 Terms & Conditions

4.1 Acronyms/Definitions

4.2 Solicitation Terms & Conditions

4.3 Contract Terms & Conditions

4.4 Additional Requirements

4.5 Protest Procedures

SAMPLE

1 The Opportunity

The Long Beach Smart City Challenge enables City Departments to collaborate with technology companies to address ongoing civic problems. By utilizing pilot projects, City staff have the opportunity to quickly understand emerging technologies, how we might adopt them, and leverage partnerships to drive innovative service delivery for our residents, in alignment with our Smart City Strategy.

1.1 Challenge Statement

[Challenge statement].

1.2 Objectives

[List and describe at least one but no more than three goals or outcomes that define for Proposers what it looks like to successfully address your challenge. Additional guidance and examples are available in the GPL RFP Guidebook (page 27).]

1.3 Project Background

[Concisely explain the project, including additional project details or background information that would be required for vendors to understand our needs and develop relevant proposals.]

1.4 Award Terms

This contract will be for a period of six months. Pilot projects that successfully achieve the project goals and meet its key performance indicators may be sustained or scaled. The decision to sustain or scale a project requires mutual agreement between the City and the Awarded Contractor, and is conditional on factors such as funding availability, City need, and market conditions. If the City elects to sustain or scale the project through contract amendment, the total contract term will not exceed five years. The City may also elect to sustain or scale the project by issuing a new solicitation.

1.5 Performance Metrics & Contract Management

1.5.1 Performance Metrics

The table below highlights the targets that will be tracked and reviewed collaboratively with the Awarded Contractor during the contract. This list is an indication of the performance metrics of interest to the City, and is not exhaustive or final. As a part of a response to this RFP, Proposers may propose additional or alternative performance metrics to be tracked on a regular basis. The final set of performance metrics and frequency of collection will be negotiated by the successful Proposer and the City prior to the finalization of an agreement between parties, and may be adjusted over time as needed.

List at least one metric per objective defined in Section 1.2, but no more than five total metrics to be measured during the pilot. If relevant, list the data to be provided by the

SAMPLE

Contractor to help monitor performance against the metrics below. This may include when data should be delivered, how frequently, and in what format (e.g., performance reports). It may also include any specific data cuts required to highlight relevant demographic, performance, or service data.

METRIC	DESCRIPTION	TARGET	DATA SOURCE
1. [#1 outcome / output expected from the contract]	[Provide an additional description of what this metric is or why it is important]	[List any specific targets or standards for this metric that the Contractor will be expected to meet.]	[If relevant, note the data source or reporting channel that will be used to evaluate this metric.]
2. [Repeat the above for as many outcome / output metrics are required]			
3.			

1.5.2 Contract Management

Communication and Management: Implementation of the contract is a partnership between the City and the Awarded Contractor (known as the "pilot team"). The City and the Awarded Contractor will meet monthly, at a minimum, during the active pilot period. Pilot teams can meet more regularly as needed; this is recommended during the implementation and performance evaluation stages of the program.

Contract Payment: The City of Long Beach does not offer financial compensation for companies during the six-month Smart City Challenge pilot process.

If the City chooses to sustain or scale the contract beyond the Smart City Challenge pilot duration, the City issues payment based upon services rendered. After a contract amendment is finalized and work is performed, the Contractor should invoice the City. The City will remit payment within 30 calendar days of being billed.

2 How We Choose

2.1 Minimum Qualifications

[Minimum requirements should be carefully selected as they can narrow the pool of eligible Proposers, thereby limiting competition for the procurement. If applicable, list the minimum requirements Proposers must meet to be eligible, such as:

- Qualification to conduct business in the City
- Not having been debarred by Federal, State or local government

SAMPLE

- Mandatory experience (necessary minimum experience or references)
- Mandatory licenses types]

2.2 Evaluation Criteria

The Smart City Challenge evaluation and selection process is aligned with the City's procurement principles and ensures that selected ideas are aligned with Citywide and Departmental priorities. Given the variety, all submitted vendor proposals will be evaluated on the same criteria. The criteria include *qualifications*, *impact*, *data governance*, *originality*, *feasibility*, and the ability to *demonstrate understanding of the challenge*.

CRITERIA	Weight
1. **Qualifications** are defined as: professional and academic experience of project team; tenure and financial viability of company to sustain the pilot period and potential contract; company milestones and recent successes; and lastly, bandwidth and staff to dedicate to the pilot. • [Project-specific criterion, if applicable] • [Project-specific criterion, if applicable]	15%
2. **Impact** is measured by the product or service's ability to lead to short-term and/or long-term outcomes that will benefit residents, the Department, and the City. • [Project-specific criterion, if applicable] • [Project-specific criterion, if applicable]	15%
3. **Data governance** is the ability to demonstrate an understanding and the ability to use metrics to communicate the level of impact. • [Project-specific criterion, if applicable] • [Project-specific criterion, if applicable]	10%
4. **Originality** is determined by the novelty of the proposed solution and if the City's normal purchasing process would have omitted or overlooked the solution. • [Project-specific criterion, if applicable] • [Project-specific criterion, if applicable]	25%
5. **Feasibility** will account for the actions and resources required by the City for pilot success and the anticipated costs to scale the pilot to an implemented solution. • [Project-specific criterion, if applicable] • [Project-specific criterion, if applicable]	25%
6. To **demonstrate the understanding of the challenge**, vendors should be prepared to define: why they are best positioned to work on this project; and provide any recommendations to the	10%

SAMPLE

Department that can improve the scope or outcome of the project. • [Project-specific criterion, if applicable] • [Project-specific criterion, if applicable]	

3 Proposal Instructions & Content

3.1 Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	December 5th, 2022	
Optional Webinar for Vendors	December 19th , 2022 at PM	• Zoom • RSVP Instructions, i.e.: RSVPs are required. RSVP via the Questions tab in the Solicitation on LongBeachBuys.com. • Half of the webinar will be general program information and then breakout rooms for challenge specific Q&A
Questions due to the City	December 20th, 2022 at 5PM	• Submit all inquiries via email to rfppurchasing@longbeach.gov
Posting of the Q&A	[Date]	• Responses to the questions will be posted on LongBeachBuys.com.

Proposals due	January 11th, 2023	• Proposals should be submitted electronically via LongBeachBuys.com.
		• Late proposals, or proposals submitted through other channels will not be accepted.
		• Proposers are responsible for submitting their proposals completely and on time.
		  ○ Proposers will receive an email with a time stamp from LongBeachBuys.com indicating that the proposal was submitted successfully. The City will only receive proposals that were transmitted successfully.
		  ○ For technical support, email or call the City during normal business hours at LBPurchasing@longbeach.gov or (562) 570-6200.

SAMPLE

Evaluation of Narrative Proposal	January 1tth, 2023 through January 25th, 2023	• An Evaluation Committee will review Narrative & Cost Proposals to select the proposal that best meets the needs of the City. • Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 2.2.
Optional Interviews	January 18th, 2023	• The City may interview or request demos from none, one, some or all Proposers.
Negotiation & Contractor Selection	February 10th, 2023	• Selected Contractor will be notified in writing. • 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. • Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached.
Estimated Contract Execution	March 17th, 2023	
[Proposer Debrief]	After Contractor is Selected	• Successful and unsuccessful Proposers are encouraged to request phone call or in person meeting with the City to discuss the strengths and weaknesses of their proposal. The intent of the debrief is to provide the Proposer with constructive feedback to equip them with information to effectively meet the City's needs and be successful in future proposals.

SAMPLE

3.2 Proposal Content

Complete proposals will include the following. Proposers are encouraged to use this table as a checklist to ensure all components are included in their proposal.

	PROPOSAL	
☐	Narrative Proposal	The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFP. Responses to each question should be no longer than 200 words. Guidance on preparing a Narrative Proposal is detailed in Section 4.3 3.3.
	PROPOSAL APPENDICES	
☐	Other Addenda (if applicable)	Case studies and references are encouraged, but no more than three total. Colored displays, promotional materials, and other collateral are not necessary or desired. However, if a complete response cannot be provided without referencing supporting documentation, it may be provided as an addendum clearly cited in the Narrative or Cost Proposal.
	MANDATORY ATTACHMENTS | *The following are included as Attachments in Long Beach Buys. They must be signed by the individual legally authorized to bind the Proposer.*	
☐	A. Authorization & Certification	
☐	B. Equal Benefits Ordinance (EBO) Form	
	ATTACHMENTS REQUIRED UPON AWARD | *Upon award, Awarded Contractors will be required to submit the following. We encourage you to take note of these requirements, and where possible include available information as part of your proposal to expedite processing.*	
☐	C. W-9	
☐	D. Business License	
☐	E. Proof of Registration with the California Secretary of State	
☐	F. Certificates of Insurance: [Summarize Requirements]	
☐	G. Current Contractor's State License Board print out	
☐	H. Vaccination Attestation	
☐	**CONTACT INFORMATION** | *Ensure your organization's profile is up to date in Long Beach Buys, including an email address, phone number, and for any classifications you may qualify for.*	

3.3 Narrative Proposal Template

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

Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
Organization	Company Name	
	Company Address	
	Federal Tax ID Number	
	Website	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?		☐ Non-Profit ☐ Sole Proprietorship ☐ General Partnership ☐ Corporation *State and Date of incorporation:* _____ ☐ Limited Liability Company ☐ Other _____
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 in total and residing in Long Beach?		
Where are the representative(s) that would service the City's account located?		
Does the proposal include subcontractors?		☐ Yes ☐ No

SAMPLE

REFERENCES		
Reference 1	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 2	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 3	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	

Qualifications

1. Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).
2. Please provide a plan of overview for how the project will be staffed. Describe the technical and business expertise of your core team in addressing the problem statement.
3. If you have any existing customers, who are they and what did you accomplish? What did you learn from prior implementations and how might this apply to this project?
4. [You may include 1-3 questions to evaluate how well the Organization meets the desired minimum qualifications established in Section 2.1.]

Impact

1. Describe your proposal and the impact you believe your product or service would have on the Long Beach community.

SAMPLE

Data Governance

1. Explain the data and reporting systems that will be used to routinely evaluate program performance to meet the objectives of the challenge
2. Describe how data will be collected, maintained, and used. Additionally, please describe how you can ensure the privacy and security of any personal identifiable information.
2. In addition to the objectives and metrics proposed above in Section 1.5.1, are there any additional or alternative performance metrics you recommend?

Originality

1. What sets your solution apart from your competitors? Please describe in specific terms your value proposition.
2. Given the originality of your submission, what could the City learn from conducting your proposed project?

Feasibility

1. Summarize your proposed workplan to implement and conduct a pilot with timelines for key milestones.
2. What resources (City staff, Facilities, Land, Public right-of-way, City infrastructure, Equipment, Software, Hardware, Data, etc.) would you need access to for your proposal?
3. Describe how your company will provide the necessary training, technical assistance, customer support, and onboarding to ensure successful adoption and optimization of your proposed solution.
4. Please identify any anticipated risks or challenges and explain how you plan to mitigate or address them.
5. (OPTIONAL) If other stakeholders will be involved in implementation of the proposal, how they will you coordinate between these groups.

SAMPLE

Understanding of the Challenge

1. Describe your company's general problem-solving approach and how you will tailor it for our agency's specific problem outlined in this RFP?
2. [1-3 questions to evaluate how well the proposal meets the objectives of the RFP (outlined in section 1.2). Consider asking Proposers to answer 1 question explaining how the proposal will meet this objective or criterion for each objective that proposals will be evaluated against.]
3. (OPTIONAL) Please make any recommendations to the City to improve the scope or outcomes of the pilot.

SAMPLE

4 Terms & Conditions

4.1 Acronyms/Definitions

1. Awarded Contractor: The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
2. City: The City of Long Beach and any department or agency identified herein.
3. Contractor / Proposer: Organization/individual submitting a proposal in response to this RFP.
4. Department / Division: City of Long Beach, [Department Name]
5. Evaluation Committee: An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
6. May: Indicates something that is not mandatory but permissible.
7. RFP: Request for Proposals.
8. Shall / Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
9. Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
10. Subcontractor: Third party not directly employed by the Proposer who will provide services identified in this RFP.
11. [Any acronyms or terms used in the Scope of Work or Additional Requirements from Funding Source.]

4.2 Solicitation Terms & Conditions

1. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and

SAMPLE

seek and review any other information deemed pertinent to the evaluation process.

4. The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to award contracts to multiple contractors.
9. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
10. If the City receives a single responsive, responsible proposal, the City may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist such analysis. By conducting such analysis, the City shall not be obligated to accept the single proposal. The City reserves the right to reject such proposal or any portion thereof.
11. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to Proposers.
12. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.

SAMPLE

13. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

14. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

15. Proposals may be withdrawn by written notice received prior to the proposal opening time.

16. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Contractor or prospective Contractor.

17. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

18. Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The Awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the Awarded Contractor for implementation of their proposal.

19. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.

20. Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.

21. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Proposer and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Proposer's obligations.

SAMPLE

22. If the Contractor elects to use subcontractors, the City requires that the Awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.

23. Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

24. Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

25. The City reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the Awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the Awarded Contractor's proposal, and the Awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

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

27. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

28. The City will not be liable for Federal, State, or Local excise taxes.

29. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the Proposer expressly excludes.

SAMPLE

30. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.

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

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

33. Proposers are advised that any contract awarded pursuant to this procurement process that exceeds $100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment B, if applicable. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

4.3 Contract Terms & Conditions

1. The Awarded Contractor will be the sole point of contract responsibility. The City will look solely to the Awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the Awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.

2. The Awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the Awarded Contractor has submitted acceptable evidence of the required insurance coverages.

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

4. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage

SAMPLE

provisions of Sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

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

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

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

8. Any requests for reasonable price adjustments must be submitted 60 days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor

SAMPLE

and/or materials must be justified based upon verifiable criteria such as the Consumer Price Index, US City Averages, or other relevant indices.

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

10. If the Awarded Contractor elects to use subcontractors, the Awarded Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

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

12. PUBLIC WORKS OF IMPROVEMENT ONLY: Contractor agrees that all public work (as defined in California Labor Code Section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code Sections 1770 et seq. If there is a difference between the general prevailing wage rates determined by the director of the Department of Industrial Relations and the applicable minimum wage rates determined by the Secretary of Labor (for federally assisted projects) for similar classifications of work, the Contractor and its subcontractors of every tier shall pay their workers not less than the higher wage rate.

13. In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The awarded contractor expressly agrees to comply with the penalty provisions of California Labor Code Section 1776

14. **CALIFORNIA WAGE RATE REQUIREMENTS**: This project is a public work under Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work. Copies of prevailing rate of per diem

wages are on file in the office of the City Engineer, 5th floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802, and shall be made available upon request. Copies may also be obtained on the California Department of Industrial Relations website http://www.dir.ca.gov/dlsr. This project will be subject the **2021-2 prevailing wage** rate, as determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors is directed to pay not less than the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Contractors are required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by the prevailing wage determinations must also be paid. If the California minimum wage is increased in the future to an amount above that shown in the prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

15. **FEDERAL DAVIS BACON REQUIREMENTS (FEDERALLY ASSISTED CONTRACTS ONLY):** Federal-aid Work is subject to the requirements of the Davis Bacon Act. The contractor to whom the contract is awarded must comply with the Federal Wage Decision contained in Division E of the Specifications and all record keeping requirements of the Davis Bacon Act. The Federal Wage Rate associated with this procurement is CA20220022MOD0. This wage rate will be verified 10 days prior to bids due, at which time an addendum will be posted with the newly applicable rate.

16. **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE**: This project is subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

17. **CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH:** Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause

each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such records to City or City's authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.

18. Each contractor and every subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system. The foregoing is in addition to, and not in lieu of, any other requirements or obligations established and imposed by any department of the City with regard to submission and retention of certified payroll records for Contractor and subcontractors.

19. **APPRENTICESHIP EMPLOYMENT (CONTRACTS OVER $30,000 ONLY)**: The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply.

20. **PENALTIES:** Contractor and subcontractors are subject to penalties, including, but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for failure to comply with Labor Code § 1720 et seq.

4.4 Additional Requirements

[Include any additional terms and conditions required by the funding source or project (data privacy, etc.).]

4.5 Protest Procedures

Who May Protest

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

Time for Protest

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

Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests must be submitted via the email address above. They must include a valid email address and phone number. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

City Response to Protest

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

Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. The Proposer's failure to comply

SAMPLE

with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

SAMPLE