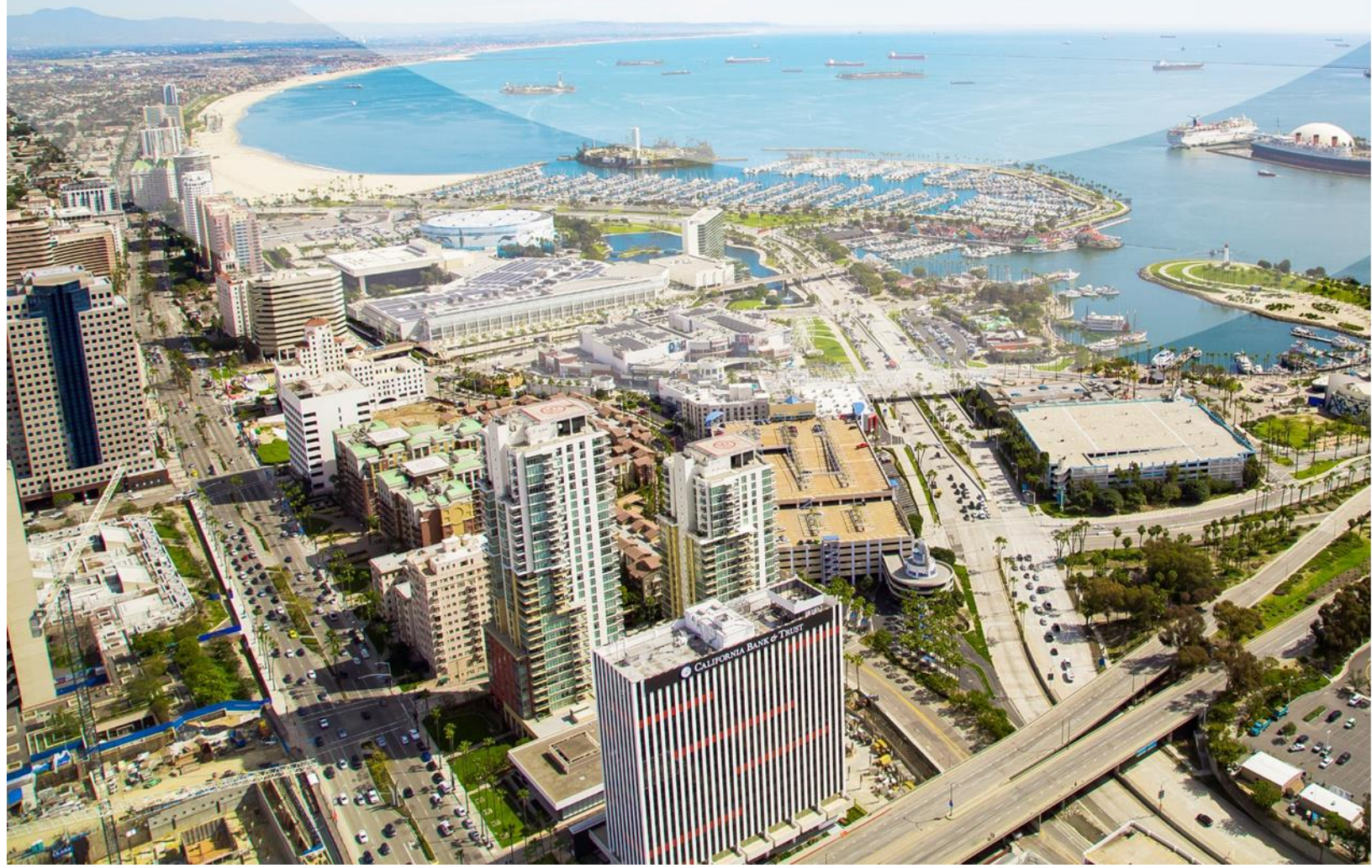


City of Long Beach

Request for Proposals CE-25-603
Elevator Installation, Maintenance, Repair, and
Related Services



Overview

Summary

The City of Long Beach (City) is seeking proposals to provide Citywide elevator installation, maintenance, repair, inspections, emergency response, and related services. Many of the elevators are utilized by the public in visible, high-traffic tourist areas. As such, it is imperative that the Awarded Contractor ensures elevators remain continually operational in the capacity and efficiency for their intended use.

The resulting contract(s) ("Master Agreement(s)") is/are made available to other public agencies nationally for "piggybacking" through the Axia Cooperative purchasing program and authorized by various joint powers authority statutes, rules and regulations within each state and local jurisdiction.

Key Dates

Release Date: 04/22/25

Optional Pre-Proposal Meeting: 10:00 AM 05/06/25

Questions Due to the City: 11:00 AM 05/13/25

Proposals Due: 11:00 AM 05/29/25

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 4.

Proposals must be submitted electronically via LongBeachBuys.com.

Official Contact

Tommy Ryan

rfppurchasing@longbeach.gov

All communication with the City related to this RFP must be directed to the contact listed above.

Assistance & Resources

For assistance using [Long Beach Buys](#), please contact us directly

[Customer Service Form](#)

rfppurchasing@longbeach.gov

(562) 570-6200

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1 The Opportunity

1.1 Project Summary

The City of Long Beach (City) is seeking proposals to provide Citywide elevator installation, maintenance, repair, inspections, emergency response, and related services in accordance with departmental needs and fund availability. Elevators shall be kept in continuous use at the capacity and efficiency for their intended use.

The Awarded Contractor shall be responsible for their work, including but not limited to any damages and/or breakdowns caused by their failure to take suitable action. The work to be performed by the Awarded Contractor shall consist of furnishing all material, labor, tools, and equipment required to provide maintenance service monthly on the elevators listed in Exhibit A: City of Long Beach Elevator Equipment Locations.

All electrical and mechanical apparatuses pertaining to elevator equipment shall be included. The Awarded Contractor shall always maintain the standard of efficiency, safety, capacity, and speeds of elevators as designed and installed by the manufacturer, including acceleration and retardation, contract speed in feet per minute, with or without full load, floor-to-floor time and door openings and closing time.

1.2 Background

Currently, the City owns and operates approximately 43 elevators throughout the City that vary in condition. All elevator equipment maintained by the Contractor shall accept their conditions “as is”. Many of the elevators are utilized by the public in various parking structures around the City, including visible, high-traffic tourist areas. As such, it is imperative that the Awarded Contractor ensures elevators remain operational and can respond to emergency requests in an immediate manner. The Department of Public Works is currently exploring the option of collaborating with current parking operators to maintain their own elevators in their structures.

1.3 Axia Cooperative

Axia Coop LLC (“Axia Cooperative” or “Axia”) is a national public sector cooperative purchasing organization. Axia works with respected leaders from the public procurement community to offer a growing portfolio of master agreements that leverage national volume to deliver savings, efficiency, and innovation for non-federal public sector agencies. Each agreement is publicly solicited by a lead agency utilizing the strictest of procurement standards. The resulting awards address the dynamic needs of today’s evolving market while providing both value and cutting-edge solutions. For more information about the contracting process, please visit axiacoop.org/contracting-process.

The City of Long Beach has entered into an agreement with Axia Cooperative to facilitate the Request For Proposals (RFP) and act as the primary contracting authority for the term of the resulting contract(s). Resulting contract(s) is/are made available to other public agencies nationally for “piggybacking” through the Axia Cooperative purchasing program and authorized by various joint powers authority statutes, rules and regulations within each state and local jurisdiction.

While Axia Cooperative makes no guarantees as to exact quantities and/or purchase volume made by Participating Agencies, the estimated annual volume for purchases made nationwide through this contract category is \$25,000,000. Please see Exhibit B for more information regarding the Axia Cooperative purchasing program.

1.4 Goals

The goal of this solicitation is to ensure the continual operation of all City elevators by proactively inspecting and maintaining each elevator. Emergencies and out-of-service downtimes should be minimal, and if they do occur, be corrected expediently in order to serve the public and the City’s staff and/or vendors.

1.5 Award Terms

This contract will be for a period of two years with the option to renew for three additional one-year periods. The total contract term will not exceed five years.

2 Scope of Work

2.1 Description of Services

Bidder shall furnish all material, labor, tools and equipment required to provide maintenance service monthly on the elevators described in Exhibit A: City of Long Beach Elevator Equipment Locations. All material and equipment furnished shall be new and in working condition.

Any required basic services critical for preventative maintenance services not specifically mentioned shall be performed at no extra cost to the City. The Awarded Contractor shall furnish a copy of each work order to include the elevator mechanic and elevator technician/apprentice’s name authorizing the task, location and address of the elevator equipment, the elevator number, scope of work, and the nature of the original issue(s) with the recommended corrective action(s) to be performed by the Awarded Contractor.

The Awarded Contractor shall maintain the manufacturer’s minimum performance standards with regards to floor-to-floor time, door opening time, door closing force, and

floor accuracy and as mentioned below. Elevators shall be adjusted to meet the following basic performance standards and shall be maintained for the duration of the contract.

Contractor shall clean all car and hoist-way door tracks, hangers, interlocks and closers minimum interval, or whenever and where conditions permit. Car tops, pits and machine rooms shall be performed quarterly and semi-annually for hoist-way's and door equipment.

All debris resulting from work shall be promptly removed by the Awarded Contractor. Debris such as wiping rags, empty oil cans, trash from pits, etc., will be disposed of according as directed by the Facilities Management Officer (FMO).

Contractor shall instruct his/her personnel to coordinate and report to the FMO and appropriate building personnel prior to entering and exiting facilities. This will ensure access to the facility upon arrival.

Removal of elevators from service shall be coordinated with and approved by FMO.

The City reserves the right to add or delete equipment to or from this contract. Any additions or deletions shall be written modification to this contract. If new locations are added to the contract, the Awarded Contractor shall provide maintenance and repair services within 10 working days after written notification by the City. The Awarded Contractor shall provide full assistance for periodic inspection and testing of the firefighter's service and standby power operation. Any additional cost to complete the above inspection and testing in overtime shall be paid by the Awarded Contractor.

2.1.1 Elevator Maintenance

Contractor shall provide a full-service maintenance program to include a preventative maintenance program.

The Contractor shall be responsible for giving immediate notice to the Parking Administrator, or designee of any condition, which he discovers, that may present a hazard to either the equipment or passengers.

Preventative maintenance should include a minimum of four (4) visits per year (quarterly visits).

The Contractor shall systematically examine, adjust, lubricate, clean, and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including, but not necessarily limited to the following:

- Entire machine, include housing, drive sheave, drive sheave shaft bearings, brake and assembly and component parts.

- Hoist motor and motor generator including auxiliary rotating systems, motor windings, rotating elements, commentators and bearings, field windings.
- All sheaves.
- Controller: All components including all relays, contracts, solid state component resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, computer devices.
- Selector: All components including selector drive tape, wire or cable, hoist way vanes, magnets, inductors and all other mechanical and electrical drive components.
- Motor, and motor generators brush and brush holders.
- Hoistway door interlocks or locks and contacts: hoistway door hangers and tracks, bottom door jibs, cams, rollers, and auxiliary door closing devices for power - operated doors. Chains, tracks, cams, interlocks, sheaves for vertical biparting doors. All thrust rollers, (Eccentrics) broken arm closer assembly, retiring arm assemblies complete.
- Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.
- Guide shoes including rollers or jib type assemblies complete.
- Automatic power operated door operators, door protective devices, car hangers, tracks, and car door contacts for both side slide and vertical bi- parting doors, photo eyes.
- Traveling cables.
- Elevator control wiring in hoist way and machine room.
- Governor including governor sheave and shaft assembly bearings, contact jaw and governor tension assemblies.
- Car and counterweight safety mechanism and load weighting equipment.
- Hoist cables, governor cables, compensating cables and compensating chains, including the adjustment and shorting of same as required by Code.
- Buffers, oil or spring type.
- Fixture contacts, push buttons, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators.
- The Contractor shall keep the guide rails free of rust where roller guides are used and properly lubricated when sliding guides are used. Renew guide shoe rollers and jibs as required to ensure smooth and satisfactory operation.
- The Contractor shall also examine and make necessary adjustment or repair to the following accessory equipment including revamping of signal equipment: hall

lanterns car and corridor position indicators, car stations, traffic direction station, electric door operators, intercom system, interlocks, door hangers, safety edges, LED.

- All replacement parts shall be new and specifically designed for the elevator on which they are to be used.
- The Contractor shall furnish and use lubricants as recommended by the manufacturer of the equipment or approved equal.
- The Contractor shall be responsible for keeping the exterior of the elevator, machinery, and other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed with proper insulating compound as recommended by the motor manufacturer. Cleaning and re -finishing of the interior of the cars and exterior of hoist way door frames are excluded from this contract.
- The Contractor shall maintain all elevator equipment in hoistways, pits, machine rooms, and assigned elevator. Contractor work space in a clean, orderly condition, free of dirt, dust and debris; pits and machine spaces shall be kept dry and clean.

The Contractors shall reduce elevator response time and repair turn-over.

- Maintenance under this contract shall provide a constant, high-quality service to properly protect all elevator equipment from deterioration and to provide constant peak performance of all elevators resulting in a minimum of down time.
 - Minor repairs:
 - Completion within twenty-four (24) hours. Include but not limited to replacement of relay coils, relays, door interlocks, door jibs, door operator repairs, and repair selector drive tape.
 - Completion within two (2) working days: Include but not limited to replacement of door operator motors, selectors, drives and motors.
 - Major repairs:
 - Completion of the work should be no more than eight (8) working days. Include but not limited to cable-hoist, brake coils, motor field coils, and replace motor bearings.
 - If additional time is needed, the Contractor shall submit a written request for the approval of the Parking Administrator, or designee.

2.1.2 Modernization

The Contractor shall, as needed, provide upgrade and modernization services for all types of specified equipment. The Contractor is responsible for providing all necessary materials and performing a range services required for any modification, improvement, renovation,

etc., necessary for improving the performance, appearance and/or safety of elevators, escalators and/or walkways. Such modernizations may also be required to satisfy local/regional code requirements, ADA requirements, insurance requirements or equipment obsolescence. The scope of modernization may range from simple part replacements to full system upgrades.

2.1.3 Operating Characteristics

- a. Starting, accelerating, stopping and leveling shall be smooth and free from jars or bumps.
- b. Full speed riding shall be without swaying or vibration.
- c. Door opening times are measured from start of car door open until doors are 1" from the fully open position.
- d. Stopping accuracy shall be measured under all load conditions.
- e. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed.
- f. Maintain a comfortable ride and vertical alignment of guide rails to a tolerance of 1/16" in 100'.

2.1.4 Individual Elevator Performance

- a. Floor-to-floor times are measured from the time the doors start to close including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors 3/4 open.
- b. Variance from rated speed, regardless of load, shall not exceed $\pm 5\%$ for traction elevators and $\pm 10\%$ for hydraulic elevators.

2.1.5 Replacement Parts

All material and equipment furnished shall be new and in working condition. All replacement parts shall be new as specified by the original manufacturer or new aftermarket parts that are accepted by the elevator industry as equal or better. All inspections, lubrications, adjustments, tests, cleaning, routine repairing, and any other routine preventative maintenance activities shall be performed in accordance herein.

Awarded Contractor shall provide supporting documents for the actual cost of replacement parts or materials when submitting the invoice obtained from the supplier. Awarded Contractor shall certify all major machine components such as motor elements, worms and

gears and other special parts, not stocked, can be delivered within forty-eight (48) hours should any emergency condition occur. Any such deliveries shall be at no additional cost to the City.

As a result of inspection, maintenance, and/or repair service an immediate corrective action is required, Awarded Contractor shall notify FMO immediately. Written notice shall be required for approval to proceed.

2.1.6 Special Testing

2.1.6.1 Solid-State Fault Finder

Awarded Contractor shall maintain a solid-state fault finder monitor to assist in locating and repairing intermittent elevator shutdowns. The fault finder shall have the capacity for monitoring and storing data on forty elevator failures, including, but not limited to:

- a. Time of day.
- b. Car position.
- c. 8 points on the safety circuit.
- d. 16 operating signal displays (to indicate what the elevator was doing when the failure occurred).

2.1.6.2 Data Logger Study

When conditions warrant, the Awarded Contractor shall conduct a Data Logger Study supported by a written report covering three consecutive, regular working days between 6:00 a.m. and 6:00 p.m. The data gathered shall be in enough detail to provide the following data:

- a. Number, direction and waiting time of all hall calls.
- b. Elevators in and out of group service.
- c. Elevators on independent service.
- d. Motor generator running/not running.

The Awarded Contractor shall submit the report within two weeks following the completion of the survey. It shall contain the following: graphs reflective of average call duration verses time of day and bar charts of system response time by floor direction, number of hall calls by floor by direction, and the percentage of hour of

survey tabulating the wait times for hall calls in 15 second intervals between 0 to 120 seconds and longest wait calls for each floor in both directions.

2.1.7 Emergency and Non-Emergency Call Back Services

Emergency repair call back services include, but are not limited to, service requests due to entrapment, services required to correct an inoperable or unsafe condition that may cause serious injury or damage, or corrective services if the City is in non-compliance with the ADA or any other federal, state, or local requirements.

The Awarded Contractor shall respond to emergency repair services within 15 minutes of notice and be onsite within 45 minutes of notification. Failure to meet the response time will result in the Fire Department being called and shall be at the expense of the Awarded Contractor.

Non-emergency repair services include, but are not limited to, service requests due to damage / vandalism and/or intentional misuse by anyone rather than the Awarded Contractor's employees, agents, or subcontractors.

The Awarded Contractor shall respond within 15 minutes of notice and be onsite within 2 hours to prevent disruption or inconvenience to City employees or the public.

Contractor shall supply all labor materials necessary to provide Emergency and Non-emergency Repair Services on an "as-needed" basis.

The Contractor shall provide names and telephone numbers of the persons to be contacted in case of an emergency.

2.1.8 Response Time, Schedule, and Hours of Work

Parts availability of normal wear and tear items should be stocked onsite to minimize downtime (brushes, contacts, fuses, belts etc.) as well as other items that may affect reasonable return to service operations. Routine/preventative maintenance record keeping should be onsite.

Public parking garages, Long Beach Airport (Airport) parking garages, and Airport building elevators are of extreme importance to the daily functions of the locations and are accessible to the public. The Awarded Contractor shall prioritize these locations and respond and repair elevators within 24 hours.

If the FMO finds the Contractor is not making repairs to critical elevators in a timely manner, the FMO may, at their discretion, obtain services from another qualified elevator contractor

to perform the necessary repairs. The cost of the other qualified elevator contractor shall be deducted from the Awarded Contractor's next monthly billings.

Regular service hours for City elevators are Monday through Friday, 6:00 a.m. to 6:00 p.m. Parking garage/public elevator services are subject to longer regular service hours. Please refer to Exhibit A for each location's hours of operation.

Scheduling hours of normal work and preventive maintenance service shall be performed on a regularly scheduled basis during normal business hours, except for designated holidays. City holidays are:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Election Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

No elevator shall remain in inoperable condition for more than 48 hours. Should repairs require additional time, Contractor shall promptly notify FMO or the City to justify the delay. Planned repairs shall be submitted in writing to the FMO prior to placing an elevator out of service. Emergency services are excluded from this requirement.

Contractor shall keep record of work schedules and display in each machine room. Work schedule shall be in chart format, initialed and dated by service man when the inspections are performed.

2.1.9 Exclusions

The following work is excluded from the maintenance and repair services for this contract and shall not be the responsibility of the Contractor.

- a. Mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- b. Lamps for normal car and machine room illumination.
- c. Underground hydraulic piping and cylinders.
- d. Repair or replacement of hoist way or machine room walls and floors, car enclosures, car finish floor material, hoist way entrance frames, doors and sills, telephone instrument and signal fixture faceplates, smoke detectors, communication equipment not installed by the Awarded Contractor, and cleaning of car interiors and exposed portions of sills.
- e. Repairs due to negligence, accident or misuse of the equipment by anyone other than the Awarded Contractor, its employees, subcontractors, servants or agents, or other cause beyond the Awarded Contractor's control.

2.1.10 Required Certifications and Compliance

2.1.10.1 Elevator Mechanics

All work performed under this contract shall be performed by skilled and competent Elevator Mechanics. Elevator Mechanics shall have a minimum experience of 3 years maintaining elevators and has directly worked with the Awarded Contractor. Elevator Mechanic Helpers and/or Elevator Mechanic Apprentices may be used, provided they are under direct supervision of the Journeyman Elevator Mechanic. Appropriate personnel shall be assigned to complete maintenance in a timely manner. Contractor shall maintain a valid copy of a C-11 (Elevator Contractor) license for the duration of the contract.

2.1.10.2 American Society of Mechanical Engineers

All maintenance and repairs shall be compliant with the latest version of The American Society of Mechanical Engineers (ASME) A17 Elevator Safety Standards ASME A17.1 Safety Code for Elevators and Escalators, ASME A17.2 Inspector's Guide for Elevators and Escalators, and ASME A17.3 Safety Code for Existing Elevators and Escalators. The leveling of all elevators shall adhere to the standards identified by the ANSI Code.

2.1.10.3 ADA compliance

Bidder shall inspect Americans with Disabilities Act (ADA) compliance and provide the City with a status report within 30 days of contract execution. Bidder shall report

any deficiencies and non-compliant equipment to the FMO for review. The City may request for a quote to correct any deficiencies that may not be covered under this contract.

2.2 Performance Metrics & Contract Management

2.2.1 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.

METRIC	DESCRIPTION	TARGET	DATA SOURCE
1. Elevators Out of Service	Number of elevators temporarily out of service for unscheduled, unplanned maintenance	None / minimal	Performance Report
2. Comments / Concerns	Number of negative public comments and concerns regarding non-operable elevators	None / minimal	Performance Report
3. Emergency Response Time	Time it takes for the Contractor to notice and be onsite for emergency call back repair services	15 / 45 minutes	Performance Report

2.2.2 Contract Management

Prior to commencement of work by the Awarded Contractor, FMO and Awarded Contractor shall schedule a meeting for a walk-through of all facilities to service and exchange

emergency contact information for day and evening emergency communication. FMO shall be available to the Awarded Contractor for questions and or concerns regarding all City elevators.

All elevator contractor personnel shall report to the FMO and appropriate building personnel prior to and after completion of any work to be performed. Failure to report to the FMO shall be considered a “non-appearance”.

Daniel Ramirez, Facilities Maintenance Officer

Department of Public Works

562-570-5953

During the term of the contract, the Awarded Contractor shall provide a list of all certified mechanic employees assigned to this contract. Any additions/omissions to the list shall be communicated to the FMO, within 24 hours of acknowledgement.

The City reserves the right to request and receive copies of all work tickets relative to routine maintenance hours, repair hours, call-back hours and any and all labor performed on work over and beyond the coverage of specifications.

The City reserves the right to request a complete set of prints showing as-built conditions.

The Awarded Contractor shall provide an annual report to the FMO, including a supervisory survey on items that are outside the scope of this Contract. This report should include changes in technology, potential safety hazards, building operations that could adversely affect the operation of elevator equipment, and any recommended upgrades.

Communication and Management: Meeting to be scheduled with elevator account manager on an as needed basis to review and address any issues related to contract performance.

Performance Reports: Service/work order reports shall be provided by the contractor and left onsite in a binder for routine review.

Contractor shall assist in establishing prioritization schedules for repair and maintenance.

Contractor shall maintain a complete electronic record by elevator of all emergency callback, replacement, and repair work performed. This information shall be consolidated by the Contractor into an electronic monthly report to the Parking Administrator. This monthly report shall indicate the elevator number, date work was performed, type of work

(callback, replacement or repair), brief description of the work performed, manhours expended, and materials used.

2.2.3 Contract Payment

The City issues payment based upon services rendered. After a contract is finalized and work is performed, the Contractor should invoice the City. The City will remit payment within 30 calendar days of being billed. Contractor shall be required to submit the inspection from with the monthly invoices. All invoices shall include the date, time, description of work, and reference of the purchase order number. Contractor shall provide supporting documents for the actual cost of replacement parts or materials when submitting the invoice obtained from the supplier. Invoices must be submitted for payment.

3 How We Choose

3.1 Minimum Qualifications

- Qualification to conduct business in the City
- Not having been debarred by Federal, State or local government
- Mandatory three years of experience maintaining elevators of similar scale and type
- A valid C-11 Elevator Contractor license

3.2 Evaluation Criteria

Proposals shall be consistently evaluated based upon the following criteria:

CRITERIA	Weight
1. Organizational Capacity & Experience • Outlines expertise and experience in comparable engagements • Sufficient staff capacity to handle the installation, maintenance, repair, inspections, emergency response, and related services for the various elevators Citywide • Organizational capacity to be timely responsive to State Preliminary Orders • Proper certifications, licenses, and qualifications	30%
2. Method of Approach • Expertise and availability of key personnel	40%
3. Communications & Reporting • Accurate record-keeping and reporting • Conformance with the terms of the RFP	10%
4. Reasonableness of Cost	20%

4 Proposal Instructions & Content

4.1 Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	04/22/25	
Mandatory Pre-Proposal Meeting and Site Walk	10:00 AM 05/06/25	• Aquarium of the Pacific, 99 Aquarium Way City Place Parking Structures A,B,C, 50 E 5th St. Long Beach Airport Parking Structures, 4239 Donald Douglas Dr. (meet outside the terminal.) • Two other sites to be identified.
Questions due to the City	11:00 AM 05/13/25	• Submit all inquiries via email to rfppurchasing@longbeach.gov
Posting of the Q&A	05/20/25	• Responses to the questions will be posted on LongBeachBuys.com.
Proposals due	11:00 AM 05/29/25	• 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 e-bid confirmation number 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.
Evaluation of Narrative & Cost Proposals	June 2025	• 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 3.2.
Interviews	TBD	The City may interview or request demos from none, one, some or all Proposers.
Negotiation & Contractor Selection	June 2025	- Selected Contractor(s) 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	June 2025	
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.

4.2 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. Guidance on preparing a Narrative Proposal is detailed in Section 4.3.
☐ Cost Proposal	It is desired that the Cost Proposal include a percent discount on parts / materials and an hourly rate for services.

The Cost Proposal should include the following Labor Rate information:

- Normal
- Overtime
- Emergency Callback
- Holidays

Cost Proposals should also include anything outside of routine maintenance, including breakdown of labor and material costs.

Describe your pricing model for services, parts and supplies. Do you utilize a discount off of list model, "web" pricing minus discount model, etc.?

Describe how and how often the pricing documents are updated. Detail items and/or categories that may be updated more often than others.

Detail how market conditions impact pricing and propose how you plan to account for such changes. Can pricing adjustments be audited and tracked with an index or other calculation?

Describe any regional and/or individual custom pricing lists that may be available to participating agencies of the Axia Cooperative purchasing program. Detail how this kind of program can be extended to one or more participating public agencies, the number of items that can be made available through such a program, how and how often the list is updated, limitations based on the type and size of the participating agency, etc.

Describe if and how volume discounts may be applied for certain orders.

PROPOSAL APPENDICES

- | | |
|--|--|
| ☐ Financial Stability | Proposers should include one or more of the following financial statements to provide the City with enough information to determine financial stability of the Proposer and subcontractor. |
|--|--|

	• Financial Statement or Annual Report • Business tax return • Statement of income and balance sheet
☐ Other Addenda (if applicable)	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 <i>The following are included as Attachments in Long Beach Buys. They must be signed by the individual legally authorized to bind the Proposer.</i>	
☐ A. Authorization & Certification	
☐ B. Equal Benefits Ordinance (EBO) Form	
☐ C. Proof of registration with the California Department of Industrial Relations	
☐ D. Axia Exhibit	
Attachments Which May be Submitted Upon Award <i>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.</i>	
☐ E. W-9	
☐ F. Business License	
☐ G. Proof of Registration with the California Secretary of State	
☐ H. Certificates of Insurance:	
☐ I. Current Contractor's State License Board print out	
☐ Contact Information	<i>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.</i>

4.3 Narrative Proposal Template

Proposers should develop a narrative proposal that includes all of the following information. The narrative should also provide a breakdown of time dedicated to preventative maintenance / inspection per week, month, etc. at each location.

Additionally, Proposers must also complete Attachments D and E (Attachment D: Exhibit E Special Terms and Conditions and Attachment E: Axia Questions).

Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
Organization	Company Name	
	Company Address	
	Federal Tax ID Number	
	DIR 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	
	<i>State and Date of incorporation:</i>	

	☐ Limited Liability Company	
	☐ Other	

Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).		
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).		
How many employees does the organization have in total and residing in Long Beach?		

Where are the representative(s) that would service the City's account located?		
Please provide a plan overview of how this service will be staffed, including the percentage of time each employee will be allocated for the service and the experience of the staff performing the service.		
Detail your experience in elevator maintenance. Include the scope and structure of your distribution and service network nationally.		
Detail the full scope of services that your company offers.		
Who are your national/corporate points of contact for sales, marketing, contract administration and monthly sales reporting?		
Demonstrate your company's ability to meet the evolving needs of public sector customers of varying sizes and locations.		
Who will be your management contact responsible for the success of the cooperative program on a national basis?		
How many sellers are dedicated to selling and supporting elevator installation and maintenance to the local government market?		
If your business intends to conduct business in the State of New Jersey, download, complete and sign the forms found in the "Vendor Forms Required For All Proposal Submissions" at https://www.nj.gov/treasury/purchase/forms.shtml#eo134 .		
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	
Reference 4	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 5	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	

SUB-CONTRACTOR CONTACT INFORMATION		
Does the proposal include subcontractors?	☐ Yes	
	☐ No	
If applicable, provide the following for all subcontractors included in this proposal.		
Organization	Company Name	
	Company Address	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
SUBCONTRACTOR CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	☐ Non-Profit	
	☐ Sole Proprietorship	

	☐ General Partnership
	☐ Corporation <i>State and Date of incorporation:</i> _____
	☐ Limited Liability Company
	☐ Other _____
Which specific requirements of this RFP will the subcontractor perform?	
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.	
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).	
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).	
How many employees does the organization have nationally, locally, and residing in Long Beach?	
Where are the representative(s) that would service the City's account located?	
Please provide a plan overview of how this service will be staffed, including the percentage of time each employee will be allocated for the service and the experience of the staff performing the service.	

Method of Approach

1. Please review the Scope of Work and demonstrate your firm's ability to provide the full scope of services and related materials to the City of Long Beach and other public agencies through the Axia Cooperative purchasing program.

2. Please summarize your proposal and include why your organization is qualified to provide the services described in this RFP by providing 2 to 3 detailed examples of your organization's successful service (limit your response to 1-2 paragraphs per example).
3. Please describe your organization's ability to adequately assign staff and access to equipment / materials necessary to complete the services described in this RFP.
4. Please describe your logic model on how your organization will achieve target goals as they relate to response time to maintenance, state preliminary orders, emergencies, etc.
5. Please summarize an example of your proposed workplan with timelines for key milestones.
6. Please explain what your organization will do to mitigate technical challenges, supply shortages, operational hazards and other challenges commonly associated with the services described in this RFP.
7. Please describe what your organization will need from the City to successfully complete the services described in this RFP.
8. Detail any value-added services and programs that may complement the comprehensive elevator installation and maintenance offering. Such offerings may include (but are not necessarily limited to): a. Small business partnership programs, such as local fulfillment and/or service partners b. Training & Education c. Consulting services d. Green / Sustainable programs, such as recycling programs, company policies, product certifications, staff and/or company certifications, sustainable distribution practices, etc. e. Customer support services f. Rebate/incentive programs g. Other services Include details as to how these proposed services/programs would be rolled out to the City of Long Beach and other participating agencies through the Axia Cooperative purchasing program.

9. Is all pricing for parts and supplies, for City of Long Beach and all other participating agencies of the Axia Cooperative purchasing program, inclusive of delivery fees? If so, detail how this will impact pricing, accounting for your distribution network and your ability to make deliveries nationwide (including to rural and smaller agencies).
10. Demonstrate your commitment to leverage the Axia Cooperative purchasing program to make the resulting contract available to public agencies across the country. Include details about your firm's ability to: a. Market the agreement to public agencies nationally b. Educate your firm's sales staff about the cooperative purchasing program c. Connect your sellers with the Axia team to pursue joint selling efforts d. Connect with customer decision makers e. Track sales and report back to Axia Cooperative
11. What specific steps will your company take to train and equip their account managers to sell the program on a national basis?
12. Will you establish national sales goals for public agency adoption of the cooperative agreement?
13. What tools will you utilize to track opportunities and hold sellers accountable?
14. Describe all methods of accepting orders (online, apps, phone, email, in-person, etc.).
15. Describe your available invoicing processes.
16. Describe your customer issue resolution process. Include details of various problems that may arise, such as invoicing disputes and receipt of incorrect damaged items. Also detail customer service escalation procedures.
17. Complete and sign the Federal Funds Certification included in Exhibit B, Section C.
18. Please review the Sample Axia Cooperative Administration Agreement in Exhibit B, Exhibit D. Note any questions, concerns and/or proposed exceptions.

Communications & Reporting

1. What vendor supplied real-time, web-based work order software will your organization use to track and evaluate services described in this RFP. Will the City have access to this software to view status of work?
2. Please describe the organizational and management structure of your organization. In addition, provide the number of personnel including employees, interns, members and volunteers. Please explain the supervision of front-line employees that will be completing the services described in this RFP. Please also explain the structure of employees handling State Preliminary Orders and Reporting.
3. Please explain how your organization will report on performance to the City, and coordinate with the City to successfully complete the services described in this RFP.
4. Please describe your organization's capacity to successfully collaborate with community partnerships, organization, residents, and stakeholders. Include which de-escalation techniques/strategies your organization and staff currently practice, if any.
5. The City requires that the Awarded Contractor provide proof of payment of any subcontractors used for this project. If the proposal includes subcontractors, please describe the plan for how the City will be notified of such payments.

5 Terms & Conditions

5.1 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 of Public Works
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.

5.2 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 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.

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. In the event a Proposer received assistance from City staff or a representative of the City (technical assistance provider), the City is not responsible for any mistakes, inaccuracies, delays, or any other impact that the assistance provided did to impact the Proposer's final product. Available technical assistance support services are only intended to provide advice and does not constitute a basis for any protest to this contract opportunity. It is solely the Proposer's responsibility to prepare and submit a response to the RFP.
21. Proposal will become public record after the conclusion of the negotiation process and before final approval by the awarding body 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.

22. 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.
23. 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.
24. Each Proposer must adhere to the City's Vendor Code of Conduct, including, but not limited to, 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. The Vendor Code of Conduct can be found at <https://longbeach.gov/globalassets/finance/media-library/documents/business-info/purchasing-division/final-vendor-code-of-conduct-2023>
25. 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.
26. 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.

27. 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.
28. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
29. The City will not be liable for Federal, State, or Local excise taxes.
30. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including all contract terms and conditions therein, except such terms and conditions that the Proposer expressly excludes.
31. 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.
32. Proposals shall be kept confidential through the negotiation process.
33. 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.

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.

34. 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.

5.3 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. As a condition precedent to the effectiveness of this contract, Contractor shall procure and maintain at Contractor's expense for the duration of this contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- a. Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of activities or work performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. Such insurance shall not exclude coverage for liability resulting from cross liability protection.
- b. Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach and its insurers, officials, employees, and agents.
- c. If use of a vehicle is part of the scope of services, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 ("any auto").

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention

provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this contract shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. If a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this contract. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this contract.

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 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 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 **2025-1 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 CA20250022MOD4. 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.

5.4 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 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.