



Request for Proposals
for
Professional Consulting Services
to
**Evaluate the Long Beach International Trade Office
and Make Recommendations for Future Direction**

October, 2011

I. Introduction and Purpose

The Port of Long Beach (Port) is soliciting proposals from qualified firms and/or independent contractors to evaluate the current structure and operations of the Long Beach International Trade Office (LBITO) and make detailed recommendations for how to optimize this function in order to improve performance.

The desired outcome of this RFP will be a report that evaluates the organizational structure, performance and effectiveness of LBITO and makes detailed recommendations for how the function should be managed in the future. The purpose of this report will be to provide Port Management with expert analysis and a clear plan for how to fund, structure and manage LBITO going forward. This report should also outline in detail key partnerships LBITO must establish and maintain, and how these partnerships should be managed. It is expected that this report will take approximately three months to complete.

II. LBITO Overview

LBITO Vision:

A thriving business community in the greater Long Beach area that actively pursues strategic investment and economic development opportunities through international trade.

LBITO Mission:

To attract new businesses who engage in international trade and commerce to the City of Long Beach and help existing businesses in the greater Long Beach area grow and prosper through international trade.

LBITO was formed in the mid 1990s and is currently 100 percent funded by the Port. LBITO oversight, strategic direction and contract management are provided by staff within the Port's Trade Development division. Two separate consultants currently operate LBITO under contract with the Port (See list of contract responsibilities in *Appendix I*).

The activities performed by LBITO augment job creation, job retention, generation of local tax revenue and the flow of goods into and out of the Port. LBITO works with regional partners to attract new businesses and foreign direct investment (FDI) to the greater Long Beach (GLB) area, assist existing businesses with new market penetration (exports), and host special events (seminars, luncheons, conferences, etc.) that further the mission and goals of LBITO and the Port. More recently, LBITO has also taken on responsibilities associated with marketing Foreign Trade Zone (FTZ) 50, and it is envisioned that LBITO may play an administrative role in managing FTZ 50 in the future. Visit www.lbito.org for more details.

Despite some success, Port management has determined that LBITO needs additional attention and improved performance in order to become a more recognizable and valued brand within the GLB area, as well as the region as a whole. For purposes of this RFP, the GLB encompasses the cities of Long Beach, Signal Hill, Lakewood, Carson, Hawaiian Gardens, Compton, Rancho Dominguez, Paramount, Bellflower, Artesia, and Cerritos.

III. Port of Long Beach Overview

Port of Long Beach Vision:

The Port of Long Beach is a world leader in goods movement, environmental stewardship, and economic prosperity.

Port Mission:

To remain an innovative provider of premier seaport facilities that enhances economic vitality and improves quality of life and the environment.

Since 1911, the Port of Long Beach has been one of the most successful seaports in the world. In order to remain successful in a competitive and rapidly changing global economy, we are committed to being proactive in our preparations for future challenges, and to managing our resources strategically in order to achieve our vision. The Port is one of the world's most successful landlord ports and the second busiest container seaport in North America. In addition to providing our tenants with world-class seaport facilities and serving as a major gateway for international trade, the Port has become a true environmental steward and *community partner*. The Port is looking to further develop relationships with the GLB business community by furthering mutually beneficial business assistance and economic development efforts, such as LBITO, that increase the access of local businesses to international markets and other growth opportunities.

IV. Desired Qualifications

All submitted proposals that meet the proposal format and requirements outlined in Section VI of this RFP will be reviewed and ranked by a selection committee.

Evaluation criteria will include:

- Relevant experience and demonstrated track record evaluating the efficiency and effectiveness of functions or organizations that are involved in international trade, business attraction and retention, and FDI in a capacity and context similar to LBITO
- Understanding of LBITO's mission, functions and the Port's objectives for its future
- Quality of work plan submitted

- Cost estimate and fee schedule

V. Scope of Work (SOW) and Deliverables

The selected consultant will work with staff in the Port's Trade Development Division to conduct an assessment of LBITO which focuses on, but is not necessarily limited to, the following areas:

1. Organizational structure of LBITO as it currently exists
2. Goals, objectives, core functions and services, and specific areas of responsibility of LBITO as currently structured
3. Resources and/or level of funding of LBITO as it currently exists
4. Evaluation criteria and performance measures for LBITO as currently defined
5. Organizational structure and level of funding of comparable organization units at other ports, or at other organizations with similar missions in other areas, including outside the U.S.
6. Strengths, weaknesses, opportunities, and threats related to current LBITO operations versus relevant benchmarks
7. Effectiveness and efficiency of existing LBITO structure and operations versus relevant benchmarks
8. Other best practices as appropriate
9. Recommended future goals, objectives, core functions and services, and specific areas of responsibility for LBITO
10. Recommended partner organizations for LBITO and description of the structure of those partnerships
11. Recommended LBITO organizational structure, including which services are appropriate for in-house management and which are more appropriately reserved for partner organizations
12. Recommended future resources and/or level of funding for LBITO
13. Recommended future evaluation criteria and performance measures for LBITO

The final deliverable of this effort will be a detailed report that clearly documents the process, findings and recommendations of the assessment and presents a clear, detailed plan for how to transition LBITO from its existing state to the recommended state in as short a period of time as possible.

VI. Proposal Format and Requirements of the Proposal

The following is the minimum information required from each proposal. Information submitted is subject to public records requests:

- A. Contact Information: The legal name of the firm/independent contractor, street address, telephone number and email address of the person to whom correspondence should be directed.

- B. Overview/Background: A general description of the firm/independent contractor, including (where appropriate) the structure (i.e., individual, partnership, corporation, joint venture, for-profit, non-profit), history (including year firm was established or year independent contractor registered as such in the State of California), and primary business area/area of expertise.
- C. Resume(s): The resume of the individual who will be completing the Scope of Work (i.e. lead consultant) and any team members that will be assigned to this contract; the number of hours each individual included in the proposal will be available on a weekly basis, and what if any hours each will be unavailable (i.e., weekends, evenings); if more than one individual, include project team organization chart; if individual but member of larger organization, include organizational chart showing relative position of the member.
- D. Detailed work plan identifying how and within what timeframe the SOW outlined in this proposal will be completed. Please include target dates for any milestones.
- E. Client references: A minimum of three (3) client references must be submitted by the consultant for the selection committee to contact.
- F. A statement certifying there is no known conflict of interest with either of the two current LBITO contractors (World Trade Center Association of L.A.- Long Beach/LAEDC and Long Beach City College/Small Business Development Center)
- G. Estimated cost of services to be performed: Please provide a breakdown of total proposed compensation as follows:
 - 1. Total cost of successful completion of the SOW described in this RFP
 - 2. Proposed hourly rate for lead consultant
 - 3. Proposed hourly rate for all other team members (if applicable)
 - 4. Proposed travel expenses (including detailed description of reason for travel, frequency of travel and planned destinations)

The proposed cost must be comprehensive for the entire contract term proposed (i.e., for the term of three months) and must include 100% of compensation expected. Any costs not detailed in the submitted proposal will be excluded from the contract and will not be subject to subsequent negotiation.

The consultant who is awarded the contract must be able to provide evidence that they are licensed to conduct business in the state of California as well as obtain a Long Beach business license.

Please note that any attempt to lobby members of the Board of Harbor Commissioners, City Council, or Port/City of Long Beach staff during the solicitation period for this RFP, including the contract negotiation period, may result in disqualification from the selection process.

VII. Insurance Requirements

The selected firm will be required to provide the following insurance:

- General Liability Insurance with minimum limits of \$1,000,000 per occurrence and if written with an aggregate, the aggregate shall be double the per occurrence limit.
- Automobile Liability Insurance with minimum limits of \$1,000,000 per accident
- Statutory Workers' Compensation Insurance
- \$1,000,000 Employer's Liability Insurance

Please see detailed insurance requirements and a Contractor Certification Form in *Appendix II* and *Appendix III*, and a sample professional services contract in *Appendix IV*. The sample contract is for reference only. The selected consultant will be required to adhere to insurance requirements as stated in the contract. Documents regarding insurance coverage need not accompany the proposal at this time. However, proof of insurance endorsement forms or a certified copy of the policy, which names the City of Long Beach as an additional insured/endorsement holder, will be required in order to execute a contract. Standard ACORD forms will not be accepted in lieu of the required endorsement forms.

Failure to submit the required insurance documentation within two (2) weeks of selection may result in the termination of negotiations and award of contract to another party.

VIII. Small/Very Small Business Enterprise Requirements

The Port has a Small/Very Small Business Enterprise (SBE/VSBE) Program. This Program provides opportunities for small businesses throughout Southern California and beyond to do business with the Port. Please see *Appendix V* for additional details on the Port's SBE/VSBE Program.

IX. Proposal Submittal Instructions and Contact Information

The Port of Long Beach is committed to waste reduction, recycling and the use of recycled materials. Electronic proposals are requested and preferred. Interested parties should submit their proposals via email to:

Diana Lam-Brandt
diana.lam-brandt@polb.com
 Subject Line: LBITO RFP

Proposals should be limited to 10 double-sided pages (total of 20 pages), including cover letter and attachments (resumes, etc.).

If hardcopy proposals must be submitted, please submit five (5) copies using paper that has post-consumer recycled content and contains no plastic or metal, except for any easily removable plastic ring binder. Please also minimize the use of photographic, glossy or other non-recyclable paper and content. All proposals must be received no later than **Monday, December 5 at 3:00 pm Pacific Standard time**. Please submit hardcopy proposals as follows:

By Mail

Diana Lam-Brandt
 Trade Development Division
 Port of Long Beach
 P.O. Box 570
 Long Beach, CA 90801

by Personal Delivery

Diana Lam-Brandt
 Trade Development Division, Third Floor
 Port of Long Beach Administration Building
 925 Harbor Plaza
 Long Beach, CA 90802

Submittals that do not adhere to these requirements will not be accepted.

X. Schedule for Selection

The following tentative schedule has been established for selection of the desired consultant:

Milestones	Dates
Proposal Period	October 31 – December 5, 2011 (3:00pm)
Questions Due	November 9, 2011 (3:00pm)
Pre-Proposal Meeting	November 16, 2011 (see below)
Proposal Deadline	December 5, 2011 (3:00pm)
Interview Notification	December 12
Proposer Interviews	January 3 – January 6, 2012
Consultant Selection	January 11, 2012
Reference Checks	January 12 - January 13, 2012
Contract Preparation	January 16 – January 27, 2012
Target Start Date	February 20, 2012

The Pre-Proposal Meeting is not required, but all interested parties are strongly encouraged to attend. This meeting will take place November 16, 2011 from 1:30 – 3:30pm in the 5th Floor Training Room of the Harbor Department Administration Building, located at 925 Harbor Plaza in Long Beach. Questions pertaining to this

meeting or to the RFP in general, must be submitted in writing (via email) to Diana Lam-Brandt at diana.lam-brandt@polb.com and must be received no later than November 9 at 3:00pm Pacific Standard time.

Appendix I: *LBITO Contract Responsibilities 2011-2012*

LBITO Contract Responsibilities 2011-2012

Contractor #1

Total contract amount: **\$62,240**

Activities/Commitments:

1) *Provide business consulting to local (i.e., greater Long Beach) companies in international trade and related general business management*

Specific activities are expected to include, but not be limited to:

- Provide comprehensive consulting based on the needs of different businesses
- Develop a technical assistance model that may serve as a template to address the client's needs
- Assist with foreign market entry identification, development of a business plan, marketing plan and pricing model, cash flow, management, access to capital, technology and targeted assistance with a specific trade issue overseas and/or locally

Performance Commitment:

- Conduct outreach to a minimum of **24** businesses in greater Long Beach

2) *Identify and qualify new export/import customers and generate trade transactions*

Specific activities are expected to include, but not be limited to:

- Use existing network of partners and company contacts and add new client relationships in the Greater Long Beach Area to meet trade objectives

Performance Commitment:

- Generate a minimum of **\$10 million** in trade transactions

3) *Foreign Direct Investment (FDI) outreach and marketing*

Specific activities are expected to include, but not be limited to:

- Develop a strategy to attract foreign businesses to the greater Long Beach area
- Take advantage of existing and potential partner relations such as banks, law firms, trade commissions, and real estate brokerages
- Continue consulate program, whereby foreign consulates are able to refer a greater number of FDI leads

Performance Commitment:

- Conduct outreach to a minimum of **10** foreign consulates

4) *Pursue additional grants, funding sources and programs where possible to enhance consultant programs and services as relate to LBITO*

Specific activities are expected to include, but not be limited to:

- Actively pursue grant and other funding opportunities from various organizations to expand LBITO programs and services offered to businesses
- Identify and target greater Long Beach area private sector businesses and public sector organizations to provide sponsorship of LBITO's mission as carried out by the consultant
- Develop criteria for sponsorship and related funding opportunities that support LBITO's mission and provide visibility and promotional opportunities for sponsors

5) **Maintain the LBITO website (www.lbito.org), reserving all rights as to ownership of the lbito.org domain and any content thereto to the Port of Long Beach**

6) **Promote Foreign Trade Zone (FTZ) 50**

Specific activities are expected to include, but not be limited to:

- Actively market the benefits of FTZ 50 to LBITO contacts as appropriate
- Assess the potential ability of interested parties to take advantage of FTZ 50 and refer legitimate, well-vetted leads to designated Port staff for follow up
- Maintain a current list of FTZ users, operators, and/or consultants on the LBITO website and maintain links to the websites of each entity listed

Performance Commitment:

- Refer a minimum of **five (5)** legitimate leads to the Port

7) **Provide quarterly progress reports to designated Port staff**

Specific activities are expected to include, but not be limited to:

- Provide quarterly progress reports on the above noted goals to the Port's designated LBITO contract manager. The format in which quarterly reports to the Board are made will be determined exclusively by the Port's LBITO contract manager, but may include in-person presentations at Board meetings and/or written reports to the Board. If presentations are requested, it is expected that the consultant will be available as needed/requested to give and/or support the presentations. Specific reporting requirements are as follows. These are minimum requirements, and are not expected to encompass 100% of the content of LBITO monthly or quarterly reports. A standard report template has been developed and agreed to by all parties.

Quarterly Reports

- Summary of accomplishments consistent with agreed upon report template
- 1-2 page invoice itemizing activities performed and outcomes achieved during the quarter for billing/payment purposes
- Summary of any challenges, or expected future circumstances that may require additional effort and/or involvement of the Port
- Outline/discussion of work plan for the following quarter which identifies expected activities and targeted results for that period, including which businesses/consulates require follow-up and which do not
- Additional information as appropriate

Contractor #2

Total contract amount: **\$32,760**

Activities/Commitments:

- 1) ***Provide on-going international trade training seminars, partnering as often as possible with other industry groups (i.e., Foreign Trade Association of Southern California, U.S. Commercial Service) as well as the Port to minimize costs, eliminate redundancy of regional offerings, increase participation of LBITO clients and maximize LBITO visibility within the greater Long Beach and regional international trade community***

Specific activities are expected to include, but not be limited to:

- Offer international trade training seminars to local businesses focusing on current, relevant trade topics. Topics may include:
 - o Fundamentals of international trade
 - o Trade legal issues and documentation
 - o International trade financing
 - o Emerging market penetration (exports)
 - o FDI attraction
- Produce and update an annual calendar of events and ensure in all cases that the Port is aware of upcoming events at least one month in advance and given opportunities to participate and/or sponsor such events as appropriate

Performance Commitment:

- Hold a *minimum* of **18** business training events
- Produce a *minimum* of **4** educational webinars

- 2) ***Organize and deliver conferences for economic development to local organizations and trade agencies in the greater Long Beach area***

Specific activities are expected to include, but not be limited to:

- Planning and producing one or more conference focused on international trade related topics, and job creation through trade and goods movement
- Invite/collaborate with partners for assistance and support as needed

Performance Commitment:

- Develop and produce a regional “International Trade” conference targeting at least 100 greater Long Beach business participants, to be held in Long Beach under LBITO primary sponsorship

- 3) ***Pursue additional grants, funding sources and programs where possible to enhance consultant programs and services as relate to LBITO***

Specific activities are expected to include, but not be limited to:

- Actively pursue grant and other funding opportunities from various organizations to expand LBITO programs and services offered to businesses
- Identify and target greater Long Beach area private sector businesses and public sector organizations to provide sponsorship of LBITO’s mission as carried out by the consultant
- Develop criteria for sponsorship and related funding opportunities that support LBITO’s mission and provide visibility and promotional opportunities for sponsors

4) Promote Foreign Trade Zone (FTZ) 50

Specific activities are expected to include, but not be limited to:

- Actively market the benefits of FTZ 50 to LBITO contacts as appropriate
- Assess the potential ability of interested parties to take advantage of FTZ 50 and refer legitimate, well-vetted leads to designated Port staff for follow up

Performance Commitment:

- Refer a minimum of **five (5)** legitimate leads to the Port

5) Provide quarterly progress reports to designated Port staff

Specific activities are expected to include, but not be limited to:

- Provide quarterly progress reports on the above noted goals to the Port's designated LBITO contract manager. The format in which quarterly reports to the Board are made will be determined exclusively by the Port's LBITO contract manager, but may include in-person presentations at Board meetings and/or written reports to the Board. If presentations are requested, it is expected that the consultant will be available as needed/requested to give and/or support the presentations. Specific reporting requirements are as follows. These are minimum requirements, and are not expected to encompass 100% of the content of LBITO monthly or quarterly reports. A standard report template has been developed and agreed to by all parties.

Quarterly Reports

- Summary of accomplishments consistent with agreed upon report template
- 1-2 page invoice itemizing activities performed and outcomes achieved during the quarter for billing/payment purposes
- Summary of any challenges, or expected future circumstances that may require additional effort and/or involvement of the Port
- Outline/discussion of work plan for the following quarter which identifies expected activities and targeted results for that period, including which businesses/consulates require follow-up and which do not
- Additional information as appropriate

Appendix II: *Insurance Forms*

Please note that this endorsement form may be photocopied; however, it may not be altered or recreated.

GENERAL LIABILITY SPECIAL ENDORSEMENT		ENDORSEMENT NO.	EFFECTIVE DATE (MM/DD/YY)
FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT			
PRODUCER	POLICY INFORMATION		
Telephone _____	Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____		
	<input type="checkbox"/> Deductible \$ _____ OR <input type="checkbox"/> Self-Insured Retention of \$ _____		
NAME INSURED & ADDRESS	APPLICABILITY. This insurance pertains to the operations, products and/or activities of the Named Insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered: AGREEMENTS/PERMITS: _____		
TYPE OF INSURANCE		OTHER PROVISIONS	
<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> Claims Made Retroactive Date _____ <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY <input type="checkbox"/> Occurrence <input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE			
COVERAGES	LIABILITY LIMITS IN \$		CLAIMS: Underwriter's Representative for claims pursuant to this Insurance (must be completed if different than producer)
	EACH OCCURRENCE	AGGREGATE	Name: _____ Address: _____ Telephone: () _____
<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> PERSONAL & ADVERTISING INJURY <input type="checkbox"/> FIRE LEGAL LIABILITY <input type="checkbox"/> EXPLOSION, COLLAPSE, UNDERGROUND HAZARDS (XCU) <input type="checkbox"/> CONTRACTUAL LIABILITY – RAILROADS			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:			
1. ADDITIONAL INSURED. The City of Long Beach, it's Board of Harbor Commissioners, individually and collectively, and their officers and employees ("City") are included as additional insureds with regard to liability and defense of suits or claims arising from the operations, products and/or activities performed by or on behalf of the Named Insured. 2. CONTRIBUTION NOT REQUIRED. This insurance shall be primary. Any other insurance, deductible, or self-insurance available to the insureds added by this endorsement shall be in excess of and shall not contribute with this insurance. 3. CANCELLATION NOTICE. With respect to the interests of City, this insurance shall not be cancelled, or the scope or limits of coverage reduced by endorsement, except after thirty (30) days prior written notice has been given to City at address indicated below. (Except 10 days shall be allowed for non-payment of premium.) 4. SCOPE OF COVERAGE. This endorsement shall afford coverage at least as broad as Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001.			
Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER / ADDITIONAL INSURED			
CITY OF LONG BEACH BOARD OF HARBOR COMMISSIONERS 925 HARBOR PLAZA LONG BEACH, CA 90802 ATTENTION: <u>Risk Management Division</u> TELEPHONE: <u>562-901-1775</u> FAX: <u>562-499-3401</u>		AUTHORIZED REPRESENTATIVE I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ Title _____ Employer of Signatory _____ Telephone: () _____ Date Signed _____	

Please note that this endorsement form may be photocopied; however, it may not be altered or recreated.

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT		ENDORSEMENT NO.	EFFECTIVE DATE (MM/DD/YY)
FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT			
PRODUCER	POLICY INFORMATION		
Telephone _____	Insurance Company: _____		
	Policy No.: _____		
	Policy Period: (from) _____ (to) _____		
	<input type="checkbox"/> Deductible \$ _____ OR <input type="checkbox"/> Self-Insured Retention of \$ _____		
NAMED INSURED & ADDRESS	APPLICABILITY. This insurance pertains to the operations and activities of the Named Insured under all written permits and agreements in force with the City unless checked here <input type="checkbox"/> in which case only the following specific permits and agreements with the City are covered: AGREEMENTS/PERMITS: _____		
TYPE OF INSURANCE	OTHER PROVISIONS		
<input type="checkbox"/> BUSINESS AUTO POLICY <input type="checkbox"/> TRUCKERS AND MOTOR CARRIER LIABILITY POLICY <input type="checkbox"/> GARAGEKEEPERS LIABILITY <input type="checkbox"/> STUNT ACTIVITY <input type="checkbox"/> OTHER _____	CLAIMS: Underwriter's Representative for claims pursuant to this Insurance (must be completed if different than producer) Name: _____ Address: _____ Telephone: () _____		
LIABILITY LIMIT IN \$			
\$ _____ each accident, for bodily injury and property damage liability			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:			
<ol style="list-style-type: none"> 1. ADDITIONAL INSURED. The City of Long Beach, its Board of Harbor Commissioners, individually and collectively, and their officers and employees ("City") are included as additional insureds with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. 2. CONTRIBUTION NOT REQUIRED. This insurance shall be primary. Any other insurance, deductible, or self-insurance available to the insureds added by this endorsement shall be in excess of and shall not contribute with this insurance. 3. CANCELLATION NOTICE. With respect to the interests of City, this insurance shall not be cancelled, or the scope or limits of coverage reduced by endorsement, except after thirty (30) days prior written notice has been given to City at address indicated below. (Except 10 days shall be allowed for non-payment of premium.) 4. SCOPE OF COVERAGE. This endorsement shall afford coverage at least as broad as Insurance Services Office form number CA0001. <input type="checkbox"/> Symbol 1 (any auto) <input type="checkbox"/> Symbol 2 (owned autos) <input type="checkbox"/> Symbol 7 (scheduled autos) <input type="checkbox"/> Symbol 8 (hired autos) <input type="checkbox"/> Symbol 9 (non-owned autos) <p>Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>			
ENDORSEMENT HOLDER / ADDITIONAL INSURED			
CITY OF LONG BEACH BOARD OF HARBOR COMMISSIONERS 925 HARBOR PLAZA LONG BEACH, CA 90802 ATTENTION: <u> Risk Management Division </u> TELEPHONE: <u> 562-901-1775 </u> FAX: <u> 562-499-3401 </u>	AUTHORIZED REPRESENTATIVE I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ Title _____ Employer of Signatory _____ Telephone: () _____ Date Signed _____		

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT

FOR THE CITY OF LONG BEACH, HARBOR DEPARTMENT

ENDORSEMENT NO. _____

EFFECTIVE DATE (MM/DD/YY) _____

PRODUCER

Telephone _____

POLICY INFORMATION

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

Deductible \$ _____ or

Self-Insured Retention of \$ _____

APPLICABILITY. This insurance pertains to the operations and activities of the Named Insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:

AGREEMENTS/PERMITS: _____

NAMED INSURED & ADDRESS

OTHER PROVISIONS

COVERAGES (check as applicable)

Statutory Workers' Compensation

Employers Liability Limits _____ Bodily Injury (each accident)

U. S. L. & H.

_____ Bodily Injury by Disease (each employee)

Jones Act

_____ Bodily Injury by Disease (policy limit)

Federal Employers Liability Act (FELA)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

- 1. WAIVER OF SUBROGATION.** The Insurance Company agrees to waive all rights of subrogation against the City of Long Beach, its Board of Harbor Commissioners, individually and collectively, and their officers and employees ("City") for losses paid under the terms of this policy.
- 2. CANCELLATION NOTICE.** With respect to the interests of City, this insurance shall not be cancelled, or the scope or limits of coverage reduced by endorsement, except after thirty (30) days prior written notice by receipted delivery has been given to City at address indicated below. (Except 10 days shall be allowed for non-payment of premium.)

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF LONG BEACH
BOARD OF HARBOR COMMISSIONERS
925 HARBOR PLAZA
LONG BEACH, CA 90802

ATTENTION: Risk Management Division
TELEPHONE: 562-901-1775
FAX: 562-499-3401

AUTHORIZED REPRESENTATIVE

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

Title _____

Employer of Signatory _____

Telephone: () _____ Date Signed _____

Appendix III: *Contractor Certification Form*

CONTRACTOR CERTIFICATION FORM

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

Project Name: _____

Spec #: _____
(if applicable)

Company Name

Main Telephone Number

Street Address

City, State, Zip Code

Insurance Requirements

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

Contract Terms and Conditions

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

_____ I have read the POLB contract template provided and agree to the standard terms and conditions with the exception of what is noted in the space below.

Explain:

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

Signature

Print Name

Title

Telephone Number

Email Address

Appendix IV: *Sample Contract*

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

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

THIS CONTRACT is made and entered into, in duplicate, as of the date executed by the Executive Director of the Long Beach Harbor Department (“Executive Director”), by and between the CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners (“City”), pursuant to authority granted by said Board [by its Ordinance No. HD-1818] [at its meeting of _____, 2009; and _____], a _____ corporation (“Consultant”).

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

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

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

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

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

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

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

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

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

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

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

1 provided further, total compensation to be paid hereunder, including compensation
2 for such additional services, shall not exceed \$[_____].

3 8. All designs, sketches, drawings, specifications, data and other
4 information, in whatever form or medium, compiled or prepared by Consultant in
5 performing its services or furnished to Consultant by City shall be the property of City and
6 City shall have the unrestricted right to use or disseminate same without payment of
7 further compensation to Consultant. Copies of Consultant's work product may be
8 retained by Consultant for its own records.

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

15 10. Neither City nor any of its employees shall have any control over the
16 conduct of Consultant, or employees of Consultant, except as herein set forth, and
17 Consultant and employees of Consultant shall not, at any time or in any manner,
18 represent that Consultant or employees of Consultant, or any of them, are the officers,
19 agents, or employees of City. It is expressly understood and agreed that Consultant is,
20 and shall at all times remain, as to City a wholly independent contractor, and each party's
21 obligations to the other party are solely such as are set forth in this contract. Consultant
22 shall be free to contract for similar services to be performed for others during this
23 contract. [Consultant acknowledges and agrees that: (i) City will not withhold taxes of
24 any kind from Consultant's compensation; (ii) City will not secure workers' compensation
25 or pay unemployment insurance to, for or on Consultant's behalf; and (iii) City will not
26 provide and Consultant is not entitled to any of the usual and customary rights, benefits
27 or privileges of City employees.]

28 11. Consultant agrees, subject to applicable laws, rules, and regulations,

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

16 12. Any notices to be given under this contract shall be given in writing.
17 Such notices may be served by personal delivery, facsimile transmission or by first class
18 regular mail, postage prepaid. Any such notice, when served by mail, shall be effective
19 two (2) calendar days after the date of mailing of the same, and when served by facsimile
20 transmission or personal delivery shall be effective upon receipt. For the purposes
21 hereof, the address of City, and the proper person to receive any such notices on its
22 behalf, is: Executive Director, Long Beach Harbor Department, P.O. Box 570, Long
23 Beach, California 90801, FAX number (562) 901-1733; and the address and FAX number
24 of Consultant as indicated above.

25 13. This contract contemplates the personal services of Consultant and
26 its employees, and it is recognized by the parties hereto that a substantial inducement to
27 City for entering into this contract was, and is, the professional reputation and
28 competence of Consultant and key employees [_____ (Project Principal) and

1 _____ (Project Manager)] and any change in personnel employed on
2 City projects shall be approved in advance by the Director. Neither this contract nor any
3 interest therein may be assigned or delegated by Consultant except upon the prior written
4 consent of the Executive Director. Any attempted assignment or delegation without such
5 consent shall be void, and any assignee or delegate shall acquire no right or interest by
6 reason of such attempted assignment or delegation. Nothing herein shall prevent
7 Consultant from employing or hiring as many employees as Consultant may deem
8 necessary for the proper and efficient execution of this contract.

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

13 15. Consultant shall indemnify, hold, protect and save harmless the City
14 of Long Beach, the Board of Harbor Commissioners, [the United States] and their
15 officials, commissioners, employees, and agents (“Indemnified Parties”) from and against
16 any and all actions, suits, proceedings, claims, demands, damages, losses, liens, costs,
17 expenses or liabilities, of any kind or nature whatsoever (“Claims”) which arise out of,
18 pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its
19 officers, employees, subcontractors or agents. Independent of the duty to indemnify and
20 as a free-standing duty on the part of Consultant, Consultant shall defend the Indemnified
21 Parties from and against any and all Claims which arise out of, pertain to, or relate to
22 Consultant’s work under this contract, and Consultant shall continue the defense until
23 such Claim is resolved, whether by settlement, judgment or otherwise. City shall notify
24 Consultant of any such Claim, shall tender its defense to Consultant, and assist
25 Consultant, as may be reasonably requested, in such defense. Consultant shall provide
26 such defense immediately upon notification and tender to Consultant of a Claim. If a
27 court of competent jurisdiction determines that a Claim was caused in part by Indemnified
28 Parties, Consultant’s costs of indemnity and defense shall be reduced by the percentage

1 of negligence, recklessness or willful misconduct attributed by the court to the
2 Indemnified Parties. Payment of a Claim shall not be a condition precedent to an
3 Indemnified Party's right to indemnity, or to an Indemnified Party's right to defense.

4 16. As a condition precedent to the effectiveness of this contract,
5 Consultant shall procure and maintain in full force and effect during the term of this
6 contract the following types and levels of insurance:

7 (a) Commercial General Liability Insurance which affords
8 coverage at least as broad as Insurance Services Office "occurrence" form CG 00
9 01 with minimum limits of at least \$1,000,000 per occurrence, and if written with an
10 aggregate, the aggregate shall be double the per occurrence limit. The policy
11 shall contain no provisions or endorsements limiting coverage for (1) products -
12 completed operations; (2) contractual liability; (3) independent contractors; (4) third
13 party action over claims; (5) explosion, collapse or underground hazard (XCU);
14 and (6) defense costs shall be excess limits.

15 (b) Automobile Liability Insurance with coverage at least as broad
16 as Insurance Service Office Form CA 0001 covering "Any Auto" (Symbol 1) with
17 minimum limits of \$1,000,000 each accident.

18 [ADD AIRCRAFT LIABILITY IF APPROPRIATE]

19 [(c) Ocean Marine Liability Insurance, including Protection and
20 Indemnity, with minimum limits of [\$5,000,000] per occurrence, Jones Act for
21 employees performing services covered by the Act, and pollution liability. Pollution
22 liability shall include coverage for bodily injury (including death and mental
23 anguish), property damage, defense costs and cleanup costs with minimum limits
24 of [\$5,000,000] per loss and [\$10,000,000] total losses.]

25 [(d) Contractor's Pollution Liability Insurance covering all of
26 Consultant's operations, including onsite and offsite for bodily injury (including
27 death and mental anguish), property damage, defense costs and cleanup costs
28 with minimum limits of [\$5,000,000] per loss and [\$10,000,000] total all losses.

1 Non-owned disposal site coverage shall be provided if handling, storing or
2 generating hazardous materials or any material/substance otherwise regulated
3 under environmental laws/regulations.]

4 (c) Workers' Compensation Insurance, as required by the State
5 of California and Employer's Liability Insurance with a limit of not less than
6 \$1,000,000 per accident for bodily injury and disease, and any required coverage
7 under the U.S. Longshoremen's and Harbor Workers' Act, Federal Employers
8 Liability Act, and Jones Act for employees performing services covered by these
9 Acts.

10 (d) Professional Liability Insurance with minimum limits of
11 \$1,000,000. Covered Professional Services shall include all work to be performed
12 under the contract and without any exclusions that may potentially affect the work
13 to be performed under the contract.

14 Insurance policies will not be in compliance if they include any limiting
15 endorsement that has not been approved in writing by City.

16 The policy or policies of insurance for Commercial General Liability and
17 Automobile Liability [Ocean Marine Liability, Aircraft Liability, Contractor's Pollution
18 Liability] shall contain the following provisions or be endorsed to provide the following:

19 (1) The Indemnified Parties shall be additional insureds with
20 regard to liability and defense of suits or claims arising out of the
21 performance of the Contract. Additional insured endorsements shall not:

- 22 i. Be limited to ongoing operations;
- 23 ii. Exclude contractual liability;
- 24 iii. Restrict coverage to the sole liability of Consultant;
- 25 iv. Contain any other exclusion contrary to the contract.

26 (2) This insurance shall be primary and any other insurance,
27 deductible, or self-insurance maintained by the Indemnified Parties shall not
28 contribute with this primary insurance.

1 (3) The policy shall not be canceled or the coverage reduced until
2 a thirty (30) day written notice of cancellation has been served upon the
3 Executive Director of the Harbor Department except notice of ten (10) days
4 shall be allowed for non-payment of premium.

5 The policy or policies of insurance for Workers' Compensation shall be
6 endorsed, as follows:

7 (1) A waiver of subrogation stating that the insurer waives all
8 rights of subrogation against the Indemnified Parties.

9 (2) The policy or policies shall not be canceled or the coverage
10 reduced until a thirty (30) day written notice of cancellation has been served
11 upon the Executive Director of the Harbor except notice of ten (10) days
12 shall be allowed for non-payment of premium.

13 The policy or policies of insurance required for Professional Liability shall be
14 endorsed as follows:

15 (1) The policy or policies shall not be canceled or the coverage
16 reduced until a thirty (30) day written notice of cancellation has been served
17 upon the Executive Director of the Harbor except notice of ten (10) days
18 shall be allowed for non-payment of premium.

19 Any deductible or self-insured retention must be approved in writing by the
20 Executive Director and shall protect the Indemnified Parties in the same manner and to
21 the same extent as they would have been protected had the policy or policies not
22 contained a deductible or self-insured retention.

23 Consultant shall deliver either certified copies of the required policies or
24 endorsements on forms approved by the City ("evidence of insurance") to the Executive
25 Director for approval as to sufficiency and as to form. At least fifteen (15) days prior to
26 the expiration of any such policy, evidence of insurance showing that such insurance
27 coverage has been renewed or extended shall be filed with the Executive Director. If
28 such coverage is canceled or reduced, Consultant shall, within ten (10) days after receipt

1 of written notice of such cancellation or reduction of coverage, file with the Executive
2 Director evidence of insurance showing that the required insurance has been reinstated
3 or has been provided through another insurance company or companies.

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

8 Consultant agrees to suspend and cease all operations hereunder during
9 such period of time as the required insurance coverage is not in effect and evidence of
10 insurance has not been approved by City. City has the right to withhold all payments due
11 Consultant until Consultant has complied fully with this insurance provision.

12 Each such policy shall be from a company or companies with a current A.M.
13 Best's rating of no less than A:VII and authorized to do business in the State of California,
14 or otherwise allowed to place insurance through surplus line brokers under applicable
15 provisions of the California Insurance Code or any federal law.

16 If coverage is written on a claims-made basis, the retroactive date on such
17 insurance and all subsequent insurance shall coincide with or precede the effective date
18 of the contract and continuous coverage shall be maintained or Consultant shall obtain
19 and submit an extended reporting period endorsement of at least three (3) years from
20 termination or expiration of this contract. Upon expiration or termination of coverage of
21 required insurance, Consultant shall procure and submit to City evidence of "tail"
22 coverage or an extended reporting period endorsement of at least three (3) years from
23 termination or expiration of this contract.

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

28 [18. This contract shall be deemed made in the State of California and

1 shall be governed by the laws of said State (except those provisions of California law
2 dealing with conflicts of law), both as to interpretation and performance.]

3 19. In the event of any conflict or ambiguity between this written
4 agreement and any exhibit hereto, the provisions of this agreement shall govern.

5 20. If there is any legal proceeding between the parties to enforce or
6 interpret this contract or to protect or establish any rights or remedies hereunder, the
7 prevailing party shall be entitled to its costs and expenses, including reasonable
8 attorneys' fees.

9 21. This contract shall not be amended, nor any provision or breach
10 hereof waived, except in writing signed by the parties which expressly refers to this
11 contract.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

[_____]

_____, 2009

By: _____
Name: _____
Title: _____

_____, 2009

By: _____
Name: _____
Title: _____

CONSULTANT

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

_____, 2009

By: _____
Richard D. Steinke
Executive Director
Long Beach Harbor Department

CITY

The foregoing document is hereby approved as to form.

ROBERT E. SHANNON, City Attorney

_____, 2009

By: _____
Principal Deputy/Deputy

DTH:rjr 07/27/09 #A09-02179
DTH:CMG:TLS:BJM: [date] #
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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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Master Agr. - Alternate 1 - Paragraph 2.

2. Consultant shall provide, in accordance with generally accepted professional and technical standards currently in effect, such environmental documentation services as may be requested in writing from time to time during the term of this contract by City's Director. All services shall be provided in a manner consistent with City's Request for Qualifications to Provide Environmental Documentation Services dated [] ("Request") and Consultant's Statement of Qualifications dated [] ("Statement"). The Request and Statement are on file with City's Director and incorporated herein by this reference.

Appendix V: Port of Long Beach SBE/VSBE Program Frequently Asked Questions



Small Business
Enterprise Program

www.polb.com/sbe

Port of Long Beach

SBE/VSBE Program

Frequently Asked Questions (FAQs)

Port of Long Beach SBE/VSBE Program Frequently Asked Questions (FAQs)

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SECTION A. GENERAL SBE/VSBE PROGRAM INFORMATION AND CONTACT INFORMATION

1. What type of program is the SBE/VSBE Program?

The Port of Long Beach's Small Business Enterprises (SBE)/Very Small Business Enterprises (VSBE) Program is a small and very small business participation program, which was developed to increase opportunities for SBEs and VSBEs to participate in Port contracts and procurements.

2. Does the Port apply bid reductions/bid preferences to bids and proposals submitted by small businesses?

No. The Port's SBE/VSBE Program is a participation program. The Port establishes annual Port-wide SBE/VSBE participation goals, contract-specific participation goals on applicable contracts, and division-wide participation goals on applicable purchases.

3. Does the Port's program include a Long Beach/local business component?

No. To participate in the Port's program as an SBE or VSBE, the firm simply has to be U.S. based.

4. How do I contact the SBE/VSBE Program Office?

Port of Long Beach SBE/VSBE Program Office
Finance Division – 5th Floor
925 Harbor Plaza
Long Beach, CA 90802

Phone: (562) 499-3472
Fax: (562) 901-1763
sbeprogram@polb.com

SBE Website
www.polb.com/sbe

Mr. Sashi Muralidharan, SBE Administrator
samural@polb.com

Ms. Diana Lopez, SBE Analyst
diana.lopez@polb.com

Ms. Dalia Sabaliauskas, SBE Consultant
sbeadmin@polb.com

SECTION B. VENDOR REGISTRATION, GENERAL VENDOR/ACCOUNT INFORMATION

1. How do I register as a vendor with the Port?

- a) Access *The Network* from the SBE/VSBE webpage of the Port's website:
 - i. Log on to www.polb.com/sbe
 - ii. Scroll down to the right margin of the middle of the webpage and click on "Click Here for Vendor Login/Registration." You will then be directed to *The Network's* website. **OR**
- b) Log on directly to *The Network's* website (www.thenetworkbidsystem.com).
- c) Click on the "Vendor Registration" tab.
- d) Select "Port of Long Beach" for the question that asks how you were referred to *The Network*.
- e) Proceed with vendor registration (see FAQ #10 for instructions on applying for SBE certification).

2. I am a large firm, not a small business. Why should I register as a vendor on *The Network*?

All firms (large and small) wishing to do business with the Port of Long Beach are strongly encouraged to register as a vendor on *The Network*. Several of the many benefits of registration include:

- a) **Search for Small Businesses** – All registered vendors are able to search for SBEs and VSBEs, utilizing various search criteria, for teaming opportunities on Port projects. See FAQ #24 for instructions on conducting a small business search.
- b) **Receive email notifications of Bids, RFPs, RFQs, and other Procurement Opportunities** – All registered vendors (large and small firms) will receive email notifications of procurement activities, from all participating agencies on *The Network*, that match the commodity or service codes that your firm selected during vendor registration. For a list of *The Network's* participating agencies, log on to *The Network* (www.thenetworkbidsystem.com) and click on "Participating Agencies."
- c) **Easy Self-Registration at No Cost to Vendors** – Registration costs are absorbed by *The Network's* participating agencies, which means it's free to all vendors! The registration process is easy and simple.
- d) **Access to all Participating Agencies on *The Network*** - Firms register only once, and are accessible to all current and future participating agencies on *The Network*. To learn more about *The Network* partners, log on to www.thenetworkbidsystem.com and click on "Participating Agencies."

Note: Small businesses are required to register and obtain SBE certification in order to receive SBE/VSBE credit on Port contracts and procurements applicable to the Program.

3. What constitutes a "business" for small business certification purposes? I am an individual/independent contractor – may I still obtain certification as a "small business"?

Your business must fall into a business structure category to qualify for certification as a small business. The Port of Long Beach follows U.S. Small Business Administration (SBA) federal guidelines and the Code of Federal Regulations (13 CFR Part 121) in defining a business concern. According to the SBA, a business concern is one that is: "organized for profit; has a place of business in the U.S.; operates primarily within the U.S. or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials or labor; is independently owned and operated; and is not dominant in its field on a national basis. The business may be a sole proprietorship, partnership, corporation, or any other legal form."

A "business structure" is defined as "an organizational framework legally recognized in a particular jurisdiction for conducting commercial activities, such as sole proprietorship, partnership, or corporation."

For more information about business structures/legal forms of ownership, please visit the following websites:

www.sba.gov/category/navigation-structure/starting-managing-business/starting-business
www.irs.gov/newsroom/article/0,,id=183918,00.html

4. What are NIGP codes and how do I select them?

NIGP (National Institute of Government Purchasing) codes are standard U.S. procurement codes used to identify a specific product/service. When you register as a vendor on *The Network*, you must select NIGP codes specific to your business in order to receive emails of contracting and procurement opportunities from *The Network's* participating agencies, including the Port, that match the specific products/services your

business offers. All vendors must select at least one NIGP code to complete the vendor registration process. The vendor registration process includes a link to the NIGP code search from the 2nd page of the vendor registration form.

5. How do I add or delete NIGP codes to/from my vendor account after I have already completed the online registration process?

- a) Log on to *The Network* (www.thenetworkbidsystem.com).
- b) Click on “Vendor Login” and log in to your account. You will be directed to your company’s “Main Menu.”
- c) Scroll down to the bottom of the webpage and click on “Add or Delete NIGP Codes from My Account.”

6. What should I do if I registered on *The Network* but never received my login i.d. or password?

Call *The Network’s* support department (BidNet) at 800-677-1997, ext. 214, Monday through Friday. BidNet will check your account to see if you completed your registration properly, and will either email the login i.d. and password to you, OR ask you to complete your registration. Two common reasons for not receiving your registration confirmation are: 1) vendor listed an incorrect/misspelled email address and 2) vendor did not select at least one NIGP code (see FAQ #3 for information about selecting NIGP codes).

7. What should I do if I lost my vendor login and/or password and can’t access *The Network*?

- a) Log on to *The Network* (www.thenetworkbidsystem.com).
- b) Click on “Vendor Login.”
- c) Click on “Click here if you forgot your username, password or PIN #.”

If you are listed as the “Main Contact” person in your vendor profile, enter your email address exactly as it appears in your online profile. Your login and password will be sent to your email address. OR, you may call *The Network’s* support department (BidNet) at 800-677-1997, ext. 214, Monday through Friday, 5:00 a.m. - 4:00 p.m. Pacific Time. Provide BidNet with your company name and verify the main contact email address. BidNet will email your company’s login/password to your email address.

IMPORTANT:

1. Vendor logins/passwords will be sent only to the email address of the person listed as your firm’s “Main Contact” person.
2. If you wish to change the “Main Contact”, only the person listed as the “Main Contact” can request the change, unless he/she has left the company and cannot do so. If this occurs, contact BidNet and explain the situation to them and they will reset your vendor account.
3. If you do not know who is listed as your firm’s “Main Contact” person, contact the Port’s SBE Program Office at (562) 499-3472 or sbeprogram@polb.com.

8. I am a registered vendor. Why have I never received any emails regarding business opportunities from *The Network’s* participating agencies?

You should first ascertain that you have completed your vendor registration (all properly registered vendors receive a vendor login and password from *The Network*). See FAQ #5 for more information.

When agencies post a business opportunity/solicitation, they select the NIGP code(s) applicable to that solicitation. All vendors who selected the same NIGP code(s) to describe their product(s)/service(s) will receive an email notification of the solicitation. If you have properly registered but are not receiving business opportunity email notifications, you may wish to add other NIGP codes, describing products/services similar to the ones you provide, to your vendor profile. To add NIGP codes to your account, see FAQ #4.

Example: Your firm provides advertising agency services. You select NIGP code 91501 – Advertising Agency Services – for your vendor profile. Suggestion: You could also select the following NIGP codes: 91503 – Advertising/Public Relations and 91807 – Advertising Consulting Services.

9. Do the Port and the City of Long Beach share the same database? If I sign up with one, am I automatically registered with the other?

No, to both questions; the Port and City do not share a database at this time. All businesses wishing to provide products/services to the Port under its SBE/VSBE Program must register on the Port's online database (*The Network*). See FAQ #1 for registration instructions.

To register with the City of Long Beach, log on to www.longbeach.gov/purchasing/ and click on "**Add yourself to the City's bidder database.**" There is also a link to the City's Purchasing Division from the Port's SBE website: log on to www.polb.com/sbe and click on "City of Long Beach Purchasing" in the Navigation Menu.

SECTION C. SBE/VSBE ELIGIBILITY, SBE CERTIFICATION, NAICS CODES

1. What are the eligibility requirements to qualify as an SBE?

The Port defines an SBE utilizing the federal U.S. Small Business Administration's SBE size standards based on North American Industry Classification System (NAICS) codes. To learn more about NAICS codes, log on to www.census.gov/eos/www/naics/. To find out if your business qualifies as an SBE under the Port's Program:

- a) Log on to www.polb.com/sbe.
- b) Scroll down to the "What is a Small Business?" section, then click on "click here" to access the SBA's Table of Small Business Size Standards." OR
- c) Log on directly to www.sba.gov/sites/default/files/Size_Standards_Table.pdf to access a PDF version of the Table of Small Business Size Standards.

2. How do I apply for SBE certification?

Log on to *The Network* (www.thenetworkbidsystem.com). Then, choose one of the two following options:

- a) If you are a new vendor:
 - i. Click on the "Vendor Registration" tab.
 - ii. Select "Port of Long Beach" for the question that asks how you were referred to *The Network* site.
 - iii. Proceed with vendor registration.
 - iv. Towards the bottom of your Vendor Registration form, answer "yes" to the question, "Would you like to be certified as a small business in this system?" You will be directed to the "Small Business Certification Form," where you will enter all qualifying information to determine SBE eligibility.
 - v. **Read the pop-up instructions regarding the SBE certification application/re-application process.**
 - vi. After you have entered your SBE qualifying information, scroll down to the bottom of the online form and click on "Submit Certification Form."
- b) If you are already a registered vendor but have not yet applied for SBE certification:
 - i. Click on "Vendor Login" and log in to your account. You will be directed to your company's "Main Menu."
 - ii. Click on the "View/Edit My Account Information" link. You will be directed to your completed vendor registration form.
 - vii. Scroll down towards the bottom of the form and answer "yes" to the question, "Would you like to be certified as a small business in this system?"
 - iii. You will then be directed to the "Small Business Certification Form," where you will enter all qualifying information to determine SBE eligibility. **Read the pop-up instructions regarding the SBE certification application/re-application process, to avoid denial of your application.**
 - iv. After you have entered your SBE qualifying information, scroll down to the bottom of the online form and click on "Submit Certification Form."

3. My SBE certification has expired. How do I re-apply for SBE certification?

- a) Log on to *The Network* (www.thenetworkbidsystem.com).
- b) Click on "Vendor Login" and log in to your account. You will be directed to your company's "Main Menu."
- c) Click on "Small Business Certification Form" (under the "Small Business Information" heading).
- d) Read the pop-up instructions regarding the SBE certification application/re-application process.**
- e) Update your three-year average annual gross sales dollar amount, three-year reporting period, average number of employees over the past 12 months, and NAICS codes (if applicable).
- f) Scroll down to the bottom of the online form and click on "Submit Certification Form."

4. When and how will I receive my SBE certification?

Upon submittal of your online SBE certification application/re-application, you will be placed in "pending" status until your qualifying information is reviewed and approved by the Port of Long Beach. You will then be issued an SBE certification letter from *The Network*. The letter will be signed by the Port's SBE Administrator and will be sent via email, to the person at your company who is listed as the "Main Contact" in your online vendor profile. SBE certifications are generally processed within five (5) business days after request.

5. How do I select NAICS codes for my online SBE profile?

You can select NAICS code(s) in one of three ways:

- a) Log on to www.census.gov/eos/www/naics/ and conduct a code search using keywords that describe the product(s) and/or service(s) your firm provides. Select the appropriate NAICS codes, then proceed with your online SBE certification application (see FAQ #10).
- b) Open and/or download a PDF version of the SBA's Table of Small Business Size Standards at http://www.sba.gov/sites/default/files/Size_Standards_Table.pdf. Scroll through the PDF file, select your NAICS codes based on the product(s) and/or service(s) your firm provides, then proceed with your online SBE certification application (see FAQ #10).
- c) Log on to your online vendor account on *The Network*, access the Small Business Certification Form (see FAQ #10), and click on the "Click Here to Go to the NAICS Site" link, located directly above the NAICS code fields.

6. How do I add or delete NAICS codes after I've already received my SBE certification?

If you wish to add (or delete) NAICS codes to/from your SBE profile, you will have to re-apply for SBE certification, as certification is contingent upon the NAICS codes listed in your certification application.

- a) Log on to *The Network* (www.thenetworkbidsystem.com).
- b) Click on "Vendor Login" and log in to your account. You will be directed to your company's "Main Menu."
- c) Click on "Small Business Certification Form" (under the "Small Business Information" heading).
- d) Read the pop-up instructions regarding the SBE certification application/re-application process.**
- e) Add/delete the appropriate NAICS codes to/from your online SBE profile. If you need assistance locating NAICS codes, click on "Click Here to Go to the NAICS Site" link, located directly above the NAICS fields.
- f) Scroll down to the bottom of the online form and click on "Submit Certification Form."

7. Why do I have to select NIGP codes and NAICS codes for my business?

When you register as a vendor on *The Network*, you must select **NIGP codes** specific to your business in order to receive emails of contracting/procurement opportunities that match the specific products/services your business offers. Vendors must select at least one NIGP code to complete the vendor registration process. National Institute of Government Purchasing (NIGP) codes are standard U.S. procurement codes used to identify products and services.

When you apply for SBE certification, you must select **NAICS codes** applicable to your business in order for the Port of Long Beach to determine your SBE eligibility. Only vendors wishing to apply for SBE certification are required to select NAICS codes. North American Industry Classification System (NAICS) codes are used to identify a specific product or service, and are utilized by the U.S. Small Business Administration to determine SBE eligibility.

8. I am already certified as an SBE with other agencies (State of California, Metropolitan Water District, etc.). Do I still need to be certified through the Port to participate in the Port's SBE/VSBE Program?

YES. All small businesses wishing to participate in the Port's SBE/VSBE Program are required to register as a vendor on the Port's online database (*The Network*) and obtain SBE certification from *The Network* (see FAQ #10 for instructions on applying for SBE certification).

9. What should I do if I misplaced my SBE certification letter?

- a) Log on to *The Network* at www.thenetworkbidsystem.com.
- b) Log in using your login and password. You will be directed to your company's Main Menu.
- c) Under the Small Business Information header, click on "Small Business Certification Form."
- d) Click on "Click here to reprint your certification letter."

10. What are the eligibility requirements to qualify as a VSBE?

The Port's VSBE designation matches the State of California's Microbusiness designation – currently, a small business that has averaged \$3.5M million or less in annual gross revenue over the last three tax years, OR a small business manufacturer with 25 employees or less. **Note:** The Port of Long Beach is currently the only participating agency on *The Network* that utilizes the VSBE designation and sets VSBE goals on its contracts.

11. How do I apply for VSBE certification?

The Port does not issue written VSBE certifications. VSBE status will be verified by the Port when your firm is listed as a VSBE on a Port project. If you qualify as a VSBE, choose one of the following options:

- a) If you have not yet applied for SBE certification, follow the instructions listed in FAQ #10 regarding SBE certification, then simply check the VSBE box on the SBE certification webpage.
- b) If you are already an approved SBE and are also eligible for VSBE status, perform the following steps:
 - i. Log on to *The Network* (www.thenetworkbidsystem.com).
 - ii. Click on "Vendor Login" and log in to your account. You will be directed to your company's "Main Menu."
 - iii. Scroll down to the bottom-right of the webpage and click on "Small Business Certification Form."
 - iv. Check the VSBE box in the "Additional Certifications" field.
 - v. Scroll down to the bottom of the webpage and click on "Submit Certification Form." Note: Simply checking the VSBE box will NOT prompt a re-application and re-issuance of your SBE certification; however, you must click on "Submit Certification Form" to register your VSBE status.

12. My SBE certification letter from *The Network* states that the certification is recognized by The Port of Long Beach and the San Diego County Water Authority (SDCWA). However, there are six agencies participating in *The Network*. Why aren't the other agencies listed on my SBE certification letter?

The Port and SDCWA are the only two agencies, participating in *The Network*, that currently administer SBE Programs. For this reason, only the Port and SDCWA are currently listed on the SBE certification letter.

13. Does the Port accept any other agencies' SBE certifications? Which agencies accept *The Network's* SBE certifications?

The Port only accepts SBE certifications issued by *The Network*. To receive credit for being an SBE/VSBE and to participate in the Port's SBE/VSBE Program, the firm MUST obtain an SBE certification from *The Network*.

There are currently six agencies participating in *The Network* (to learn more about these agencies, log on to www.thenetworkbidsystem.com and click on "Participating Agencies"). Other, non-participating agencies (Metropolitan Water District, Los Angeles Unified School District, etc.) MAY accept *The Network's* SBE certifications; however, the Port does not maintain a list of those agencies. If your firm is interested in doing business with MWD, LAUSD, or any other agency, it is your firm's responsibility to ask those agencies if they accept other agencies' certifications.

SECTION D. SBE/VSBE GOALS AND CONTRACT REQUIREMENTS, CONDUCTING AN SBE/VSBE SEARCH, GOOD FAITH EFFORTS (GFE), FORMS AND TEMPLATES

1. If I am an SBE or VSBE and I'm the prime contractor/consultant, do I still have to meet the SBE/VSBE goal established for my contract?

The following rules apply:

- a) **Non-SBE prime contractors/consultants** need to meet the combined SBE/VSBE participation goal, or document and submit an acceptable good faith effort, for their bid or proposal to be deemed responsive.
- b) **SBE prime contractors/consultants** are deemed to have met the SBE component of the combined SBE/VSBE participation goal, but need to meet the VSBE component of the goal, or document and submit an acceptable good faith effort, for their bid or proposal to be deemed responsive.
- c) **VSBE prime contractors/consultants** are deemed to have met both components of the combined SBE/VSBE participation goal.

2. Do vendors and suppliers count towards my SBE/VSBE goals?

Yes. The SBE/VSBE Program includes lower-tier subcontractors/subconsultants, vendors, and suppliers. However, for a prime to receive SBE/VSBE participation credit for vendors/suppliers, the products/services rendered by the vendor/supplier MUST be directly related to the specific project. This will be verified by SBE Program staff.

3. How do I conduct a small business search on *The Network*, to find SBEs and/or VSBEs for my project?

You must be a registered vendor to use the "small business search" function on *The Network*. If you are NOT a registered vendor, see FAQ #1 for vendor registration instructions. To conduct a small business search:

- a) Log on to *The Network* (www.thenetworkbidsystem.com).
- b) Click on "Vendor Login" and log in to your account. You will be directed to your company's Main Menu.
- c) Under the Small Business Information header, click on "Search the Small Business Database."

You will see a variety of "Search Criteria Options" and "Business Classification Options." The system allows vendors to search by multiple criteria/options. When the search results are displayed, you can either click on each company name to view the company's information individually, or download all of the search results into a sortable and searchable Excel spreadsheet.

4. When searching for small businesses by a specific industry or trade, should I use NIGP codes or NAICS codes?

You may search by either code. Both codes represent a company's products or services; however, depending on the exact product or service for which you are trying to locate SBEs or VSBEs, you may find that either the NIGP or NAICS code is more specific. We suggest that you look up both sets of codes, then determine which code – NIGP or NAICS – is more appropriate for your SBE/VSBE search. OR, you may conduct two searches – one using the NIGP code and one using the NAICS code – to access a potentially wider pool of SBEs/VSBEs.

5. I just conducted an SBE/VSBE search. The search results include the "active" or "inactive" vendor status of the small business. How is this relevant to their small business status?

Technically, active and inactive status is not related to small business status; however, the Port encourages large firms, looking to team with small businesses and/or conduct a Good Faith Effort (GFE), to contact ACTIVE SBEs first.

The Network requires registered vendors to "reactivate" their online accounts at least once per year, by updating any outdated information or simply confirming that all currently listed information is correct. If a vendor does not re-activate his/her account, the account is deemed to be INACTIVE. The system assumes that the business is no longer interested in conducting business with *The Network* participating agencies, so INACTIVE vendors no longer receive bid or RFP e-notifications. However, as long as the INACTIVE vendor's SBE certification has not expired, the vendor will still be listed in the appropriate SBE/VSBE search results.

The Port encourages prime bidders to contact ACTIVE SBEs first, as firms with ACTIVE vendor accounts are more likely to be interested and responsive businesses!

6. Will the small business search allow me to search for union/non-union contractors?

The search function does not include union/non-union contractor status. The prime contractor can inquire about a subcontractor's union status when soliciting for small business subcontractors. The Port does not have a requirement related to utilization of union contractors. The Port requires prevailing wages in accordance with the provisions of California Labor Code Sections 1770 through 1776 on public works projects. The general prevailing rate of per diem wages for public works crafts is available for download on the State of California's Department of Industrial Relations website, at www.dir.ca.gov/DLSR/PWD/.

7. Am I obligated to utilize SBEs and VSBES that are listed on *The Network*?

No. The database is available as a resource, not a requirement. However, all small businesses must register and become certified on *The Network* before credit will be given for their use.

8. How can I obtain the SBE/VSBE Program forms and/or Good Faith Effort (GFE) Criteria?

If you are bidding/proposing on a specific project, use the most recently updated forms/documents provided in your bid specifications/RFP/RSOQ. For general purposes and/or to familiarize yourself with the Port's forms and GFE requirements, log on to www.polb.com/sbe and select "SBE/VSBE Forms" from the Navigation Menu.

9. Do I have to conduct a Good Faith Effort (GFE) if I plan to meet my SBE/VSBE goals?

You do NOT have to submit a GFE if you have demonstrated a commitment to meet both components of the combined SBE/VSBE goal. However, the Port strongly encourages you to conduct a GFE and document your efforts, regardless of whether you've committed to meeting the goal. There may be instances where a committed SBE or VSBE decides, at the last minute, to not participate, or does not meet SBE or VSBE eligibility during the SBE Administrator's evaluation of the prime's SBE/VSBE Commitment Plan (POLB Form SBE-2C or 2P). Documenting a GFE in accordance with Port requirements will allow the bidder/proposer to retain its "responsive" status and continue in the selection process if the SBE/VSBE goal commitment is not met.

Also, following the steps outlined in the GFE will actually assist the prime contractor/consultant in obtaining small businesses to meet the SBE/VSBE goal assigned to the contract.

10. As a prime contractor/consultant, when do I submit my SBE/VSBE paperwork/forms?

Construction Contractors: The three lowest bidders must submit their SBE/VSBE Commitment Plan (POLB Form SBE-2C) by 4:00 p.m. one business day following bid opening. Bidders that did not demonstrate a commitment to meet the combined SBE/VSBE goal, must submit its Good Faith Effort (GFE) documentation by 4:00 p.m. of the third business day following bid opening.

Consultants: All proposers must submit their SBE/VSBE Commitment Plan (POLB Form SBE-2P) with their proposal. Initial evaluation of the proposals will be conducted without regard to SBE/VSBE participation. Short-listed proposals' Commitment Plans will then be evaluated. Short-listed proposers that did not meet the established SBE/VSBE project goals will have to submit their Good Faith Effort (GFE) documentation and pass the evaluation in order to be considered further.

All submittal deadlines are included in bid specifications/RFPs/RSOQs.

11. Where do I submit/deliver my SBE/VSBE paperwork/forms?

For Engineering Bureau contracts, SBE/VSBE Commitment Plans and GFE documentation must be time stamped and delivered to the Engineering Bureau - 4th Floor of the Port's Administration Building. For other Bureaus' contracts, please follow the submittal instructions listed in the bid specifications/RFP/RSOQ.

NOTE: Do NOT leave your submittal with the 1st floor Receptionist – Port staff does NOT assume responsibility for delivering your submittal to the correct Port office and ensuring that it is time stamped prior to the required deadline.

SECTION E. CONTRACT COMPLIANCE, PAYMENTS TO SMALL BUSINESSES, SBE/VSBE SUBSTITUTIONS

1. What should I do if I'm an SBE/VSBE and was listed on a prime's SBE/VSBE Commitment Plan but was NOT utilized?

The Port requires prime contractors/consultants to utilize all SBEs and VSBEs listed and approved on their SBE/VSBE Commitment Plan, in the amount and percentage of contract specified on the Commitment Plan. The Port monitors SBE/VSBE utilization throughout the life of each contract, and follows up with the prime if SBEs/VSBEs are not being utilized or are under-utilized. If you are an SBE/VSBE that was listed on a prime's Commitment Plan and was NOT utilized fully and properly, please notify the SBE/VSBE Program staff (see FAQ #30 for Program staff contact information).

Exceptions to SBE/VSBE utilization requirements include:

- a) If an SBE/VSBE cannot perform the required service and/or deliver the required product, the prime may request to substitute the SBE/VSBE on an SBE/VSBE Substitution Form. (Note: For construction contracts, the prime must also adhere to California Public Contract Code 4100 et. seq. regarding all subcontractor substitutions.)
- b) If the Port eliminates or reduces a portion of the prime's contract or scope of work that was originally allocated to an SBE/VSBE, the prime is relieved of its obligation to utilize that SBE/VSBE, on the portion of the work that was reduced/eliminated. If this occurs, it is the prime's responsibility to notify the SBE/VSBE.

2. What should I do if I'm an SBE/VSBE and I did not get paid, by the prime, for work I performed on a Port contract?

Compliance is an integral part of the Port's SBE/VSBE Program. If you have not been paid in a timely manner for work performed on a Port contract, contact the Port's SBE Program Office at (562) 499-3472 or sbeprogram@polb.com.

SBE Program staff monitors payments made to SBEs/VSBEs by prime contractors/consultants. Monitoring activities include contacting SBEs/VSBEs to verify payments and proper utilization. Port contract provisions also require that the primes submit an SBE/VSBE Monthly Utilization Report (MUR) with their monthly invoices. These reports detail all payments made to small businesses.

3. As a prime contractor/consultant, am I allowed to replace a small business that I listed on my SBE/VSBE Commitment Plan?

Substitution of SBE/VSBE Subcontractors: Prime contractors shall be required to utilize all subcontractors listed on their SBE/VSBE Commitment Plan (POLB Form SBE-2C), in the amount and percentage specified on the form. Please refer to your bid specifications for details. Any SBE/VSBE subcontractor substitutions shall be subject to subcontractor substitutions procedures as required by Public Contract Code 4107. et. al., and shall require prior written approval by appropriate Port management.

Substitution of SBE/VSBE Subconsultants: If a prime consultant wishes to substitute an SBE/VSBE subconsultant, the prime shall make an effort to substitute that firm with another SBE/VSBE, in order to meet the SBE/VSBE goal percentage(s) listed on the prime's SBE/VSBE Commitment Plan (POLB Form SBE 2-P).

Substitution of SBE/VSBE Vendors/Suppliers: If a prime contractor/consultant wishes to substitute an SBE/VSBE vendor/supplier, the prime shall make an effort to substitute that firm with another SBE/VSBE, in order to meet the SBE/VSBE goal percentage(s) listed on the prime's SBE/VSBE Commitment Plan (POLB Form SBE-2C or 2P).