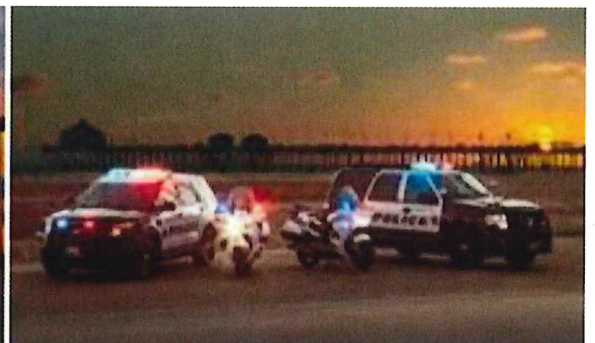
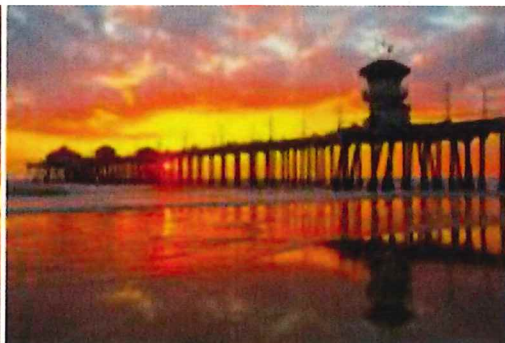


City of Huntington Beach

Medical Wellness Blood Cancer & Ultrasound Screening

City of Huntington Beach
Attn: Cody Hernandez - Buyer
2000 Main Street
Huntington Beach, CA





A. Cover Letter & Vendor Application Form

Hoag Corporate Health
500 Superior Ave, Suite 200
Newport Beach, CA 92663
949.999.9300

City of Huntington Beach
RFQ – Medical Wellness Blood Cancer & Ultrasound Screening
2000 Main Street
Huntington Beach, CA

April 26th, 2024

To Whom It May Concern:

Hoag Corporate Health is excited at the opportunity to bid and ultimately participate in the Blood Cancer and Ultrasound screening program. In the following proposal, Hoag Corporate Health will illustrate just how uniquely qualified our First Responder Program staff are to accomplish every aspect of the Scope of Services outlined in the RFQ, as well as our willingness to work hand in hand with the City of Huntington Beach to offer enhanced service components unique to Hoag.

At present the Hoag Corporate Health First Responder program conducts roughly 2,500 specialty assessments annually, conducting exclusive health and wellness programs for such clients as the Orange County Fire Authority, LA City Fire, Anaheim Fire & Rescue, City of Irvine Police Department, Anaheim Police Department, Huntington Beach Fire and the City of Anaheim, just to name a few. In the case of 3 of these agencies, we have provided not simply similar programs, but in the case of the Orange County Fire Authority, Anaheim Fire & Rescue and HBF, identical blood cancer and ultrasound screenings. Presently, Hoag Corporate Health is the preeminent clinical partner for the Firefighter Wellness division at Grail, the makers of the Galleri Multi-Cancer Blood test. Having conducted both large scale Galleri screening events, as well as implementing the testing protocol directly into the annual Firefighter Wellness exam program for the Orange County Fire Authority, Hoag Corporate Health is regularly asked to consult and advise agencies contemplating the implementation of a blood cancer screening program.

Hoag Corporate Health is extremely familiar with screening ultrasound programs as this technology is employed in the Hoag Executive Physical of which we conduct over 700 exams annually. In addition, the Hoag First Responder Program recently conducted the first large scale ultrasound screening event for Anaheim Fire & Rescue where ~80 firefighters over a 3-day period at their North-Net training facility. In this instance firefighters who chose to receive an ultrasound instead of a full-body CT scan, were able to have their ultrasound study performed prior to their annual Firefighter Wellness Exam, and results were reviewed in person during their in-office examination. Any abnormal findings were communicated by a physician immediately following receipt of the radiology report and the Hoag First Responder team worked with the firefighter to aid in scheduling and coordination of an follow-up testing.

These two examples illustrate the experience and expertise Hoag Corporate Health will bring to the City of Huntington Beach Blood and Ultrasound Screening program. Below we will outline some preliminary approaches to how we foresee implementing and supporting this program – as with any of our First Responder programs, we understand scheduling and logistics may limit some of the proposed options and welcome the ability to adjust in order to accommodate HB personnel.

Multi-Cancer Blood Screening

As we assess the options for conducting the Galleri multi-cancer blood test, there are a couple logistical options that could be implemented:

Option 1 – Large Scale Screening Event

Hoag Corporate Health has experience conducting this type of event, where specific dates/times are designated for on-duty and/or off-duty personnel are able to receive their blood draw at a City of Huntington Beach location. Hoag Corporate Health would work hand-in-hand with Galleri in order to coordinate the labeling and processing of specimens and all results would be provided to Hoag Corporate Health within 5-7 days of the event. Upon receipt of the test result Hoag Corporate Health would implement the following results communication:

Negative Result – Results are communicated to firefighter by secure email. Firefighter receives copy of Galleri Results, along with medical explanation of results from our Chief Medical Officer, Dr. James Lindberg. Furthermore, firefighters are able to coordinate a follow-up call with a Hoag Corporate Health provider should they have any additional questions or need clarification on any items.

Positive Results - Results are communicated directly to the firefighter by phone, from a Hoag Corporate Health physician. The physician will have been briefed by the Medical Director at Galleri in order to obtain a thorough explanation of results and findings. The Hoag Corporate Health provider will explain next steps. Hoag’s First Responder Care Team will then make appropriate referrals/recommendation to specific doctors if desired by the patient. Our providers are available to communicate results to the firefighters Primary Care Physician given Galleri tests are very new and the technology may not be familiar to a traditional PCP. *Hoag Corporate Health implemented this model for the Orange County Fire Authority in November of 2023 and conducted ~215 Galleri Multi-Cancer Blood Screenings over two separate 4-hour events.*

Option 2 – Blood Cancer Screening Added to Annual Firefighter Wellness Exam

Given *Option 1* may not be feasible, the other screening option would be to incorporate the Galleri blood draw into the current annual Firefighter Wellness Exam program that Hoag Corporate Health conducts for HBFD. In this model, firefighters would schedule their annual wellness exam as they already do, upon arrival at the Hoag First Responder Program facility, their blood would be drawn for the Galleri Multi-Cancer test. Upon receipt of the results – typically 5-7 days – Hoag Corporate Health would enact the above outlined Negative/Positive result protocol.

Hoag Corporate Health implemented this model for the Orange County Fire Authority in July of 2023 and to date has conducted ~800 Galleri Multi-Cancer Blood Screenings via in-office blood draw on the day of their annual firefighter wellness exam.

Ultrasound Screening Program

Large Scale Screening Event

Hoag Corporate Health has experience conducting large scale ultrasound screening events, where designated days/times are offered to on-duty and/or off-duty personnel to receive a multi-system cardiovascular and cancer screening ultrasound study. Hoag Corporate Health offers a unique approach to large scale ultrasound screening due to our ability to offer physician review and consultation from our faculty of First Responder M.D.’s both via telehealth/phone or in-person during a participants annual Firefighter Wellness Exam. Furthermore, Hoag Corporate Health will utilize an algorithm to “risk stratify” findings and any necessary follow-up while also offering the capability of coordinating specialty referrals and care coordination, should there be a significant finding. In this operational delivery model, Hoag will work directly with the City of Huntington Beach or a designated “coordinator” from a specific



agency to determine both the schedule dates as well as individual participant and/or crew schedule. Each screening takes approximately ~45-60mins to complete. At the conclusion of each screening event, ultrasound imagery is transmitted securely for review and reading by the imaging radiologist. The radiologist will complete their radiology report which will in-turn be sent to the physicians at Hoag Corporate Health for review. Upon receipt and review of the radiology report Hoag Corporate Health would implement the following results communication:

Negative Result – Reports with notes will be sent to patients via secure email, or in the event the patient has a scheduled Annual Wellness Exam scheduled within 2-3 weeks of the ultrasound, these results will be reviewed during their exam by the physician. Patients will receive a copy of their radiology report along with a medical explanation of results from our Chief Medical Officer, Dr. James Lindberg. Furthermore, firefighters are able to coordinate a follow-up call with a Hoag Corporate Health provider should they have any additional questions or need clarification on any items.

Positive Results - Results are communicated directly to the patient from a Hoag Corporate Health physician. The physician will have been briefed by the radiologist who read the ultrasound study in order to obtain a thorough explanation of results and findings. The Hoag Corporate Health provider will explain next steps. Hoag’s First Responder Care Team will then make appropriate referrals/recommendation to specific doctors if desired by the patient.

Hoag Corporate Health implemented this model with Anaheim Fire & Rescue in August of 2023 and conducted ~80 Multi-System Screening Ultrasounds over 4 separate 6-hour screening events – see page 10 below for event flyer.

Hoag Executive Health appreciates the City of Huntington Beach’s consideration of the following proposal and we welcome the opportunity to work together. Please note that proposal pricing will be valid for 180 days.

Regards,

Justin Davis
 Vice President – Business Development
 Hoag Executive Health

Proposed Delivery Location:

Hoag Executive Health
 500 Superior Ave, Suite 200
 Newport Beach CA 92663
 949.629.2600



**REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM**

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: Hoag Clinic

Contact Person for Agreement: Justin Davis

Corporate Mailing Address: 500 Superior Ave, Suite 200

City, State and Zip Code: Newport Beach, CA 92663

E-Mail Address: Justin.Davis@Hoag.org

Phone: 949.566.8419 Fax: _____

Contact Person for Proposals: Justin Davis

Title: Vice President - Business Development E-Mail Address: Justin.Davis@Hoag.org

Business Telephone: 949.566.8419 Business Fax: _____

Year Business was Established: _____

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- | | |
|---|--|
| <input checked="" type="checkbox"/> CORPORATION | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> SOLE PROPRIETORSHIP |
| <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> UNINCORPORATED ASSOCIATION |



Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Andrew Guarni	CFO	
Gayathri Jith	SVP	
James Lindberg	Chief Medical Officer	
Justin Davis	VP	949.566.8419

Federal Tax Identification Number: 33-0676831

City of Huntington Beach Business License Number: A305006
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: 03/31/2025

B. References

1. **Orange County Fire Authority & OC Professional Firefighters Association**
Brian Abney – Director of OCPFA
July 2023 – Present
BrianAbney@OCFirefighters.org 805.331.8404

Hoag Corporate Health conducts the entirety of the Orange County Fire Authority's Wellness and Fitness (WeFit) Program and has done so since January of 2018, conducting ~1,000 First Responder physical exams annually in addition to conducting educational/instruction-based station visits to all 78 firehouses. In 2023 the OC Professional Firefighters Association (Local 3631) requested to add the Galleri Multi-Cancer Blood Test to the WeFit program. Hoag Corporate Health worked with the OCPFA to establish a first of its kind blood cancer screening cadence allowing for augmented testing parameters based on age and risk level. To kick off the program Hoag conducted 2 large scale screening events which were held at OCPFA Head Quarters where ~225 fire fighters were screened. In addition, Hoag began incorporating the Galleri Multi-Cancer blood test into the annual WeFit exam protocol, allowing OCFA fire fighters to get the test drawn at the same time they are onsite for their physical examination. As such, Hoag Corporate Health as administered ~800 Galleri cancer screenings to OCFA personnel in ~9-monhts. Hoag Corporate Health also implemented a comprehensive education and post-screening protocol designed to fully support and assist with care navigation for any positive tests as well as allow for individual post result follow-up for any fire fighter who wants additional information regarding negative test results as well. Lastly, Hoag supported the OCPFA and OCFA by aiding in the development of the protocols, messaging and concerns related to the implementation of the program – meeting with Administration leadership and stakeholders to understand both the science and clinical specifics of the Galleri test as well as the internal and external messaging.

2. **City of Anaheim Fire & Rescue**
Robert Stuart – Battalion Chief
Aug 2023 - Present
rstuart@anaheim.net 714.772.1917

Hoag Corporate Health has conducted annual exams and fitness screenings for ~200 eligible Anaheim Fire & Rescue suppression and HazMat personnel and have done so since November of 2018. In addition to the annual clinical exam program, AF&R has had a full-body CT screening program in place for many years. Since we began engaging with department, Hoag has voiced our concerns about this program and the significant radiation exposure associated to a full-body CT. As such we worked with the department to identify alternative solutions to this screening modality, which we suggested could be the implementation of an Ultrasound screening program. In late 2023 Hoag Corporate Health along with our preferred ultrasound partner, conducted 3 full-day ultrasound screening events, conducted inside of AF&R's "NorthNet" training facility. 72 ultrasound screenings were conducted over the 3-day event. It was extremely well received and Hoag plans to continue supporting this alternative screening protocol as we hopefully transition away from full-body CT.

3. **Huntington Beach Fire Department**
Jeff Lopez – Division Chief
Dec 2023 / January 2024
jlopez@surfcity-hb.org 714.374.5376

Hoag Executive Health has conducted the Medical Wellness Exam program for HBFD since 2019, recently transitioning to a year-round exam delivery schedule. In 2023 HBFD contacted Hoag Corporate Health and requested to have ~10 Galleri Multi-Cancer screenings conducted on pre-designated firefighter personnel. We implemented 2 delivery models, with roughly half of the participants "adding" the multi-cancer blood test onto their scheduled annual medical wellness exam – getting drawn in office, and the other half coming to our office specifically to have the blood draw for the test and not incorporating the draw into their annual medical and wellness exam.

References – Supporting Information

[Hoag / OCFA Multi-Cancer Blood Test Media Coverage](#)

1. *Behind the Badge Feature*

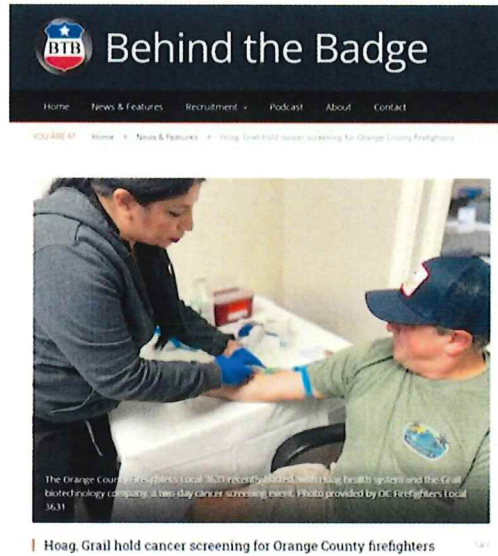
Department Wide Roll-Out

Galleri Cancer Screening

- **Galleri Cancer Screening**
 - Department Wide Offering : July 2023
 - Every member of the OCPFA Healthcare trust has an opportunity to take part in the Galleri Cancer Screening this year
 - Test performed during WEFIT Exam. Simple Blood Draw
 - Results are typically received within 7-10 days.

- **Cancer Screening Event**
 - Held at Local 3631 Headquarters on November 15 and 16, 2023
 - Gave the opportunity to firefighters who already came to WEFIT, prior to July 1, to get the Galleri Test.
 - Screened 215 Firefighters during 2-day event

[Behind the Badge Article](#)



<https://behindthebadge.com/hoag-grail-hold-cancer-screening-for-orange-county-firefighters/>

2. *Spectrum 1 News – SoCal Market & New York Market*

Department Wide Roll-Out

Galleri Cancer Screening

- **Galleri Cancer Screening**
 - Screened a total of 650 Firefighters in 6 months (Roughly ½ of Department)
 - 2 Positive Results
 - 0.3% Positivity Rate

- **Results Communication**
 - **Negative Result** – Results are communicated to firefighter by secure email. Firefighter receives copy of Galleri Results, along with medical explanation of results from Dr. Lindberg.
 - **Positive Results** - Results are communicated directly to the firefighter by phone, from the physician. The physician has been briefed by the Medical Director at Galleri for thorough explanation of results and findings. Doctor will explain next steps. Hoag Care Team will then make appropriate referrals/recommendation to specific doctors if desired by the patient. Our doctors are available to communicate results to Primary Care Physicians as well.



OCFA Chief Brent Alway sits in a chair as a nurse at Hoag prepares to draw blood for a cancer screening test. (Spectrum News 1 video)

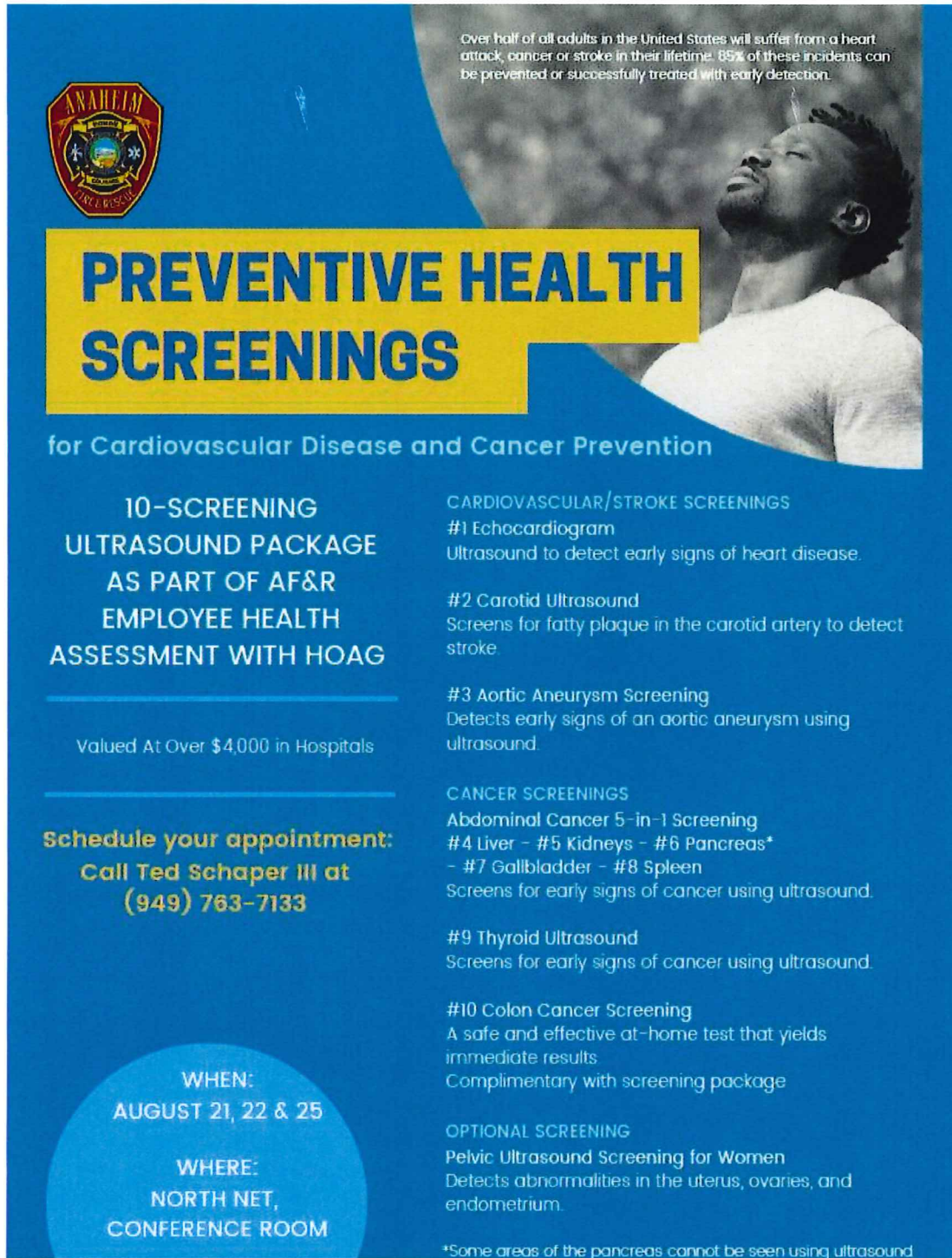
OCFA gets blood test that screens for 50 cancers

BY SPECTRUM NEWS
PUBLISHED 1:50 AM PT ON JAN 24, 2024

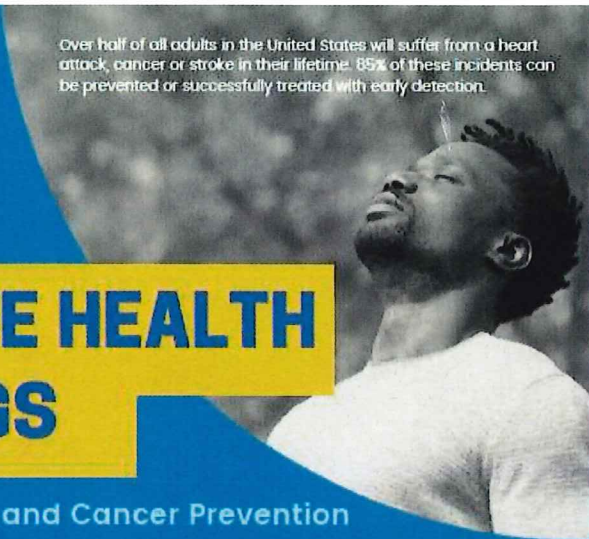

[Spectrum News Story](#)

<https://ny1.com/nyc/all-boroughs/health/2024/01/23/ocfa-gets-blood-test-that-screens-for-50-cancers>

3. Anaheim Fire & Rescue Ultrasound Screening Flyer



Over half of all adults in the United States will suffer from a heart attack, cancer or stroke in their lifetime. 85% of these incidents can be prevented or successfully treated with early detection.



PREVENTIVE HEALTH SCREENINGS

for Cardiovascular Disease and Cancer Prevention

10-SCREENING ULTRASOUND PACKAGE AS PART OF AF&R EMPLOYEE HEALTH ASSESSMENT WITH HOAG

Valued At Over \$4,000 in Hospitals

**Schedule your appointment:
Call Ted Schaper III at
(949) 763-7133**

**WHEN:
AUGUST 21, 22 & 25**

**WHERE:
NORTH NET,
CONFERENCE ROOM**

CARDIOVASCULAR/STROKE SCREENINGS

#1 Echocardiogram
Ultrasound to detect early signs of heart disease.

#2 Carotid Ultrasound
Screens for fatty plaque in the carotid artery to detect stroke.

#3 Aortic Aneurysm Screening
Detects early signs of an aortic aneurysm using ultrasound.

CANCER SCREENINGS

Abdominal Cancer 5-in-1 Screening
#4 Liver - #5 Kidneys - #6 Pancreas*
- #7 Gallbladder - #8 Spleen
Screens for early signs of cancer using ultrasound.

#9 Thyroid Ultrasound
Screens for early signs of cancer using ultrasound.

#10 Colon Cancer Screening
A safe and effective at-home test that yields immediate results
Complimentary with screening package

OPTIONAL SCREENING

Pelvic Ultrasound Screening for Women
Detects abnormalities in the uterus, ovaries, and endometrium.

*Some areas of the pancreas cannot be seen using ultrasound

C. Pricing

Multi-Cancer Blood Screening	Cost
Galleri Multi-Cancer Blood Screening	\$750/ea.
Ultrasound Screening	
Cardiovascular and Cancer Screenings	\$490/ea.
Optional Pelvic Screening (Women)	\$110/ea.

Screening Service Detail

Galleri Multi-Cancer Blood Screening

1. Includes cost of test, blood draw, result delivery and consultation with a physician to review results
2. Includes consultation, direction and insight for HBFD leadership regarding the clinical rationale, implications and messaging related to the rollout of the multi-cancer blood screening program.
3. Includes care coordination and support for any firefighter who receives a positive test
 - a. Physician Consultation with firefighter
 - b. Physician Outreach and consultation with firefighters primary care doctor
 - c. Support with identifying specialist and scheduling preliminary appointments inside or outside of Hoag network.

Cardiovascular Ultrasound Screening

1. Echocardiogram - Evaluates cardio functions using digital ultrasound with color flow imaging
2. Carotid Ultrasound - Screens the main arteries of the neck to detect blockages to blood flow and identify narrowing of vessels, tumors and other abnormalities
3. Aortic Aneurysm - Screens the abdominal aorta in search of precursors or signs of abdominal aortic aneurysms

Cancer Ultrasound Screening

1. Liver Screening - screens liver for masses and cysts
2. Kidneys Screening - screens the kidneys for masses and cysts
3. Pancreas Screening - Screens the pancreas for masses and cysts (Note: some areas of the pancreas are not visible through ultrasound)
4. Gallbladder Screening - Screens the kidneys for masses and cysts
5. Spleen Screening - Screens the spleen for masses and cysts
6. Thyroid Screening - Screens the thyroid for masses and cysts
7. Colon Cancer Screening Kit - FDA Approved EZ Detect Occult Blood Test kit to detect pre-symptomatic hidden intestinal tract diseases including colorectal cancer

Optional "add-on" Ultrasound Screening

1. Pelvic Screening (For Women) - Screens for masses, cysts, fibroids and other abnormalities in the uterus, ovaries, and endometrium

D. Federal Grant Forms

GENERAL PRINCIPLES CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply with generally accepted accounting principles and good business practices. CONSULTANT shall, at its own expense, furnish all cost items associated with the proposed services except as specified to be furnished by City. CONSULTANT shall retain financial records, supporting documents, statistical records, and all other records pertinent to the proposed services for a period of a minimum of three (3) years from the expiration of the term of the Master Agreement.

CONSULTANT shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

CONSULTANT shall also certify that none of the proposed equipment or services are produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or produced by an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country in accordance with 2 CFR 200.216.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, CONSULTANT must certify that they did not assist in the development of draft specifications, requirements, statements of work, or invitations for bids or requests for proposals for the project.

Business Name: Hoag Clinic D.B.A. Hoag Executive Health

Date: 4/27/2024

By: Justin Davis - Vice President Business Development

Name and Title of Authorized Representative



Signature of Authorized Representative

NON-DISCRIMINATION CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall CONSULTANT discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, disability, medical condition, sexual orientation, gender identity, or marital status. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONSULTANT shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, national origin, creed, religion, age, sex, physical or mental disability, political affiliation, or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200-d); Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. 324); Section 504 of the Rehabilitation Act of 1973; the Civil Rights Restoration Act of 1987 (P.L. 100-209); Executive Order 12898 (February 11, 1994); Executive Order 13166 (August 16, 2000); Title VII of the Civil Rights Act of 1964 (42 U.S.C 2000-d); the Age Discrimination Act of 1975 (42 U.S.C. 6101); Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code; Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Department of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

CONSULTANT shall ensure that proposed activities be accomplished in an equitable and impartial manner so that no person shall be excluded because of race, color, gender, or national origin from participation in, or be denied the benefits, or any program or activity for which federal financial assistance is received (31 CFR Part 22).

Business Name: Hoag Clinic D.B.A. Hoag Executive Health

Date: 4/27/2024

By: Justin Davis - Vice President Business Development
Name and Title of Authorized Representative



Signature of Authorized Representative



MBE and WBE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage the participation of disadvantaged, minority and women-owned business enterprises in the City's procurement process.

CONSULTANT agrees to use its best efforts to carry out this policy when sourcing the use of outside consultants, advisors and contractors to the fullest extent practicable, consistent with the efficient performance of a contract. CONSULTANT may rely on written representations by consultants, advisors and contractors regarding their status. CONSULTANT shall report to the City the names of all consultants, advisors and contractors hired for the proposed services and information on whether or not they are a disadvantaged, minority or women-owned business enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

CONSULTANT shall, in accordance with 2 CFR 200.321, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms when sourcing the use of outside consultants, advisors, and contractors for a contract by:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Business Name: Hoag Clinic D.B.A. Hoag Executive Health

Date: 4/27/2024

By: Justin Davis - Vice President Business Development

Name and Title of Authorized Representative

Signature of Authorized Representative



DOMESTIC PREFERENCE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders.

CONSULTANT agrees to use its best efforts to comply with 2 CFR 200.322 to the fullest extent possible consistent with the efficient performance of a contract.

RECOVERED MATERIALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply with 2 CFR 200.322 and procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. CONSULTANT certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, CONSULTANT shall estimate the percentage of total material utilized for the performance of the project that is recovered materials and shall provide such estimate to City upon request.

Business Name: Hoag Clinic D.B.A. Hoag Executive Health

Date: 4/27/2024

By: Justin Davis - Vice President Business Development

Name and Title of Authorized Representative

Signature of Authorized Representative



CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Business Name: Hoag Clinic D.B.A. Hoag Executive Health

Date: 4/27/2024

By: Justin Davis - Vice President Business Development

Name and Title of Authorized Representative

Signature of Authorized Representative

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

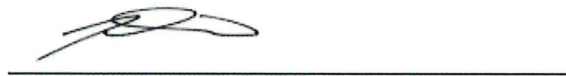
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this certification. Indicate to whom it applies, initiating agency, and dates of action.

Business Name: Hoag Clinic D.B.A. Hoag Executive Health

Date: 4/27/2024

By: Justin Davis - Vice President Business Development

Name and Title of Authorized Representative



Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this document, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Business Name: Hoag Clinic D.B.A. Hoag Executive Health

Date: 4/27/2024

By: Justin Davis - Vice President Business Development

Name and Title of Authorized Representative



Signature of Authorized Representative



NOT APPLICABLE TO HOAG

WE DO NOT PARTICIPATE IN ANY LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
<input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known		
Congressional District, if known: _____	Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description:	
8. Federal Action Number, if known:	CFDA Number, if applicable _____	
10.a. Name and Address of Lobby Registrant (If individual, last name, first name, MI)	9. Award Amount, if known: \$ _____ 10.b. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____	
	Print Name: _____	
	Title: _____	
	Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	



REQUEST FOR PROPOSAL

FOR

MEDICAL / WELLNESS BLOOD CANCER AND ULTRASOUND SCREENING

**FIRE Department
CITY OF HUNTINGTON BEACH**

Released on March 19, 2024

Compliant with Federal and State Grant Requirements Pursuant to Title 2 of the Code of Federal Regulations (CFR) Part 200

General Liability Third Party Claims Administration
REQUEST FOR PROPOSAL (RFP)

1. BACKGROUND & OBJECTIVE

The City of Huntington Beach (City) is a local municipality located along the coast of Southern California within the County of Orange, 35 miles south of Los Angeles and 90 miles north of San Diego. It is bordered by the Pacific Ocean on the west, and is known for its 8.5 miles of beautiful beach. The City services a population of approximately 200,000 residents and draws over 11 million visitors to the City each year. The City of Huntington Beach is a full-service City and provides Police, Fire and Marine Safety services to the citizens.

The intent of this RFP is to solicit quotes from qualified vendors (hereafter referred to as "Vendor") for medical/wellness cancer detection bloodwork and ultrasound screening for the City of Huntington Beach (hereafter referred to as the "City")

The Huntington Beach Fire Department (hereafter referred to as the "Department") is seeking bloodwork panels to include a cancer detection bloodwork screen. Additionally, the Department is also seeking bids to provide ultrasound screening for the current employees.

The Department may consider options to consolidate one or both of these services to a single vendor, while also considering the most cost-effective options for each independently. Vendors should quote elements separately as well as combined, if available. The ideal vendor, medical facility, or facilities would be located within Orange County, California limits.

The City reserves the right to cancel, amend, modify and/or redistribute services needed for one or all items listed in this RFP, if determined to be in the best interest of the City, for any reason. This RFP may be partially or fully grant funded and Vendor agree to follow all grant, Federal, State, and City policies, guidelines, and regulations if selected as an awarded vendor for this RFP. The City will hold final decisions on the acceptance or denial of a claim and on any settlement authority.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	March 19, 2024
Deadline for Written Questions	April 2, 2024 by 4 p.m.
Responses to Questions Posted on Web	April 11, 2024
Request for Proposal Due	April 26, 2024 by 4 p.m.
Tentative Award	May 2024

3. SCOPE OF WORK

The vendor is to provide the City with the following services:

A. Program Administration:

Vendor shall provide:

- A. **Bloodwork panels** to include a cancer detection bloodwork screen for Department employees. This blood panel should include but is not limited to detection screening for multiple cancers such as: Adrenal Cortical Carcinoma, Ampulla of Vater, Anus, Appendix Carcinoma, Bile Ducts, Intrahepatic Bladder, Urinary Bone, Breast, Cervix, Colon and Rectum, Esophagus and Esophagogastric Junction, Gallbladder, Gastrointestinal Stromal Tumor, Gestational Trophoblastic Neoplasms, Kidney, Larynx, Leukemia, Liver, Lung, Lymphoma (Hodgkin and Non Hodgkin), Melanoma of the Skin, Merkel Cell Carcinoma, Mesothelioma, Malignant Pleural, Nasal Cavity and Paranasal Sinuses, Nasopharynx, Neuroendocrine Tumors of the Appendix, Neuroendocrine Tumors of the Colon and Rectum, Neuroendocrine Tumors of the Pancreas, Oral Cavity, Oropharynx (HPV-Mediated, p16+), Oropharynx (p16-) and Hypopharynx, Ovary, Fallopian Tube and Primary Peritoneum, Pancreas, exocrine, Penis, Plasma Cell Myeloma and Plasma Cell Disorders, Prostate, Soft Tissue Sarcoma of the Abdomen and Thoracic Visceral Organs, Soft Tissue Sarcoma of the Head and Neck, Soft Tissue Sarcoma of the Retroperitoneum, Soft Tissue Sarcoma of the Trunk and Extremities, Soft Tissue Sarcoma Unusual Histologies and Sites, Stomach, Testis Uterus, Carcinoma and Carcinosarcoma, Ureter, Renal Pelvis, Uterus, Sarcoma, Vagina and Vulva. A telehealth consultation with a physician should be provided for all POSITIVE results.
 - B. **Ultrasound screening** for the Department employees. The ultrasound screen should include but is not limited to: Cardiovascular / Stroke, Carotid, Aortic Aneurysm. The ultrasound should also include liver, kidney, pancreas, gallbladder, spleen, thyroid, colon and pelvic screen for women. A telehealth consultation with a physician should be provided for all POSITIVE results.
 - C. The Department may consider options to consolidate both of these services, while also considering the most cost-effective options for each independently. Vendors should quote elements separately as well as combined, if available.
- B. Optional**
- A. The ideal vendor would be located within Orange County, California limits.

4. SPECIFICATIONS AND SERVICE PERFORMANCE STANDARDS

A. All federal, state, and local authorizations needed, such as certifications and licenses required, for listed bloodwork panels, listed ultrasound screenings, and other listed scope of work items.

B. An example can be found on the GRAIL website: GRAIL's clinical laboratory is certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA) and accredited by the College of American Pathologists (CAP). The Galleri test was developed, and its performance characteristics were determined by GRAIL. The Galleri test has not been cleared or approved by the Food and Drug Administration. GRAIL's clinical laboratory is regulated under CLIA to perform high-complexity testing. The Galleri test is intended for clinical purposes.

C. Turnaround time between bloodwork panels and ultrasound screenings should be ten (10) days or less. Ideally, we can complete both tests for each staff in one visit, but separate test schedules is acceptable.

D. Vendor should have the ability to schedule and test 128 staff members within a six (6) week period. This proposal is for one cycle of testing and covers 128 staff members.

E. Vendor should be able to do a mobile blood draw located at Central Net Training Center in Huntington Beach. The vendor shall commit to four (4) mobile blood draw events and should have the ability to draw blood for up to 60 people at each event. The vendor should have a location within Orange County where staff members can go to obtain blood draws if they are unable to attend one of the four mobile blood draw events.

F. Vendor should be able to do a mobile ultrasound located at Central Net Training Center in Huntington Beach. The vendor shall commit to four mobile ultrasound events and should have the ability to conduct ultrasound for up to 60 people at each event. The vendor should have a location within Orange County where staff members can go to obtain ultrasounds if they are unable to attend one of the four (4) mobile ultrasound events.

5. EVALUATION CRITERIA

The City's consultant evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The City of Huntington Beach may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- A. Compliance with RFP requirements
- B. Understanding of Project
- C. Methods and approach described to accomplish the Scope of Work of this RFP.
- D. Recent experience in conducting work of similar scope, complexity, and magnitude for other public agencies.

- E. Educational background, work experience, most importantly public sector work experience, and directly related consulting experiences.
- F. Price
- G. References from local clients with particular emphasis on local government.

The City may also contact and evaluate the bidder's and subcontractor's references; contact any bidder to clarify any response; contact any current users of a bidder'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. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

A Notification of Intent to Award may be sent to the vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

6. PROPOSAL FORMAT GUIDELINE

Interested vendors are to provide the City of Huntington Beach with a thorough proposal based on the Scope of Work using the following guidelines:

A. Vendor Application Form and Cover Letter

Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three (3) pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Also, the cover letter should indicate the address and telephone number of the contractor's office located nearest to Huntington Beach, California, and the office from which services will be provided, if they differ.

B. References

Provide at least three references that have received similar services from your company. It is preferable if the references are for either other governmental agencies or are local companies. The City reserves the right to contact any of the organization or individuals listed. Complete Reference form in Appendix A or provide references in your own formatting containing all the required information.

C. Fee Proposal

Indicate which services your able to provide as well as the cost for those services. Indicate the testing price for each individual to include cancer screen bloodwork and ultrasound.

D. Federal Grant Forms

Complete the various required certifications for Federal-Aid Contracts (Appendix D)

The City will only award a contract or purchase order to a responsible bidder possessing the ability to perform successfully under the terms and conditions of this procurement and which will be most advantageous to the City.

7. PROCESS FOR SUBMITTING PROPOSALS

All proposals must be submitted in PDF file format.

◆ **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

◆ **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

◆ **Number of Proposals**

Submit one (1) PDF file format copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

◆ **Submission of Proposals**

Complete written proposals must be submitted electronically in PDF file format via the Planetbids.com website no later than 4:00 p.m. (P.S.T) on April 26, 2024. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

◆ **Inquiries**

Questions about this RFP must be directed via Planetbids through the Q & A tab no later than April 2, 2024 @ 4pm

Cody Hernandez, Buyer

Cody.hernandez@surfcity-hb.org

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the contracting officer listed above regarding this RFP, except during the pre-proposal conference. Refer to the Schedule of Events of this RFP or the City webpage to determine if a pre-proposal conference has been scheduled. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

◆ **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Huntington Beach, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

8. STANDARD TERMS AND CONDITIONS

◆ Amendments

The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted *via* planetbids. Bidders should check this web page daily for new information.

◆ Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the bidder. All proposals submitted become the property of the City.

◆ Contract Discussions

Prior to award, the apparent successful firm may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm. See Appendix B for a sample agreement.

◆ Confidentiality Requirements

The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.

◆ Financial Information

The City is concerned about bidder's financial capability to perform, therefore, may ask you to provide sufficient data to allow for an evaluation of your firm's financial capabilities.

◆ Payment by Electronic Funds Transfer – EFT:

The City requires that payment be made directly to the vendor's bank account via an Electronic Fund Transfer (EFT) process. Banking information will need to be provided to the City via an Electronic Credit Authorization form. A City Representative will provide the Electronic Credit Authorization form upon intent to award. Vendor will receive an Electronic Remittance Advice with the payment details via email. It is solely the responsibility of the vendor to immediately notify the City of any change to their information related to payments.

The City reserves the right to cancel, amend, modify and/or redistribute services needed for one or all items listed in this RFP, if determined to be in the best interest of the City, for any reason. This RFP may be partially or fully grant funded and Vendor agree to follow all grant, Federal, State, and City policies, guidelines, and regulations if selected as an awarded vendor for this RFP.

◆ Insurance Requirements & Sample Agreement

City Resolution 2008-63 requires that licensees, lessees, and vendors have an **approved** Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful bidder must furnish the City with the Certificates of Insurance proving coverage as specified in Appendix C. Failure to furnish the City with the required certificates within the time allowed will result in forfeiture of the Proposal Security. ***The City strongly encourages all bidders to review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal.***

Please carefully review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal enclosed herein. The terms of the agreement, including insurance requirements, have been mandated by the City Council and can be modified only if extraordinary circumstances exist. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.

APPENDIX A

REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Year Business was Established: _____

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

<input type="checkbox"/> CORPORATION	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Huntington Beach Business License Number: _____
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: _____

References of Work Performed Form

(Like agencies preferred)

Company Name: _____

1. Name of Reference: _____

Address: _____

Contact Name: _____ Phone Number: _____

Email: _____

Dates of Business: _____

2. Name of Reference: _____

Address: _____

Contact Name: _____ Phone Number: _____

Email: _____

Dates of Business: _____

3. Name of Reference: _____

Address: _____

Contact Name: _____ Phone Number: _____

Email: _____

Dates of Business: _____

APPENDIX B

**SERVICE AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND _____
FOR
_____**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter called “City,” and _____, a California Limited Liability Company, hereinafter referred to as “Contractor.”

Recitals

- A. The City desires to retain a Contractor having special skill and knowledge in the field of janitorial and porter services.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a comparable company or firm in the field.

Contractor has been selected to perform these services pursuant to Huntington Beach Municipal Code Chapter 3.02.

NOW, THEREFORE, it is agreed by City and Contractor as follows:

1. Scope of Services

Contractor shall provide all services as described in Exhibit “A,” which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the “Project.”

Contractor hereby designates _____, who shall represent it and be its sole contact and agent in all consultations with City during the performance of this Agreement.

2. City Staff Assistance

City shall assign a staff coordinator to work directly with Contractor in the performance of this Agreement.

3. Compensation

a. City agrees to pay, and Contractor agrees to accept as total payment for its services, the rates and charges identified in Exhibit "B." The total sum to be expended under this Agreement, shall not exceed _____ (\$_____) per year for any one year during the term of this Agreement, with a ____ year aggregate total not to exceed amount of _____ (\$_____).

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

c. Contractor shall be paid pursuant to the terms of Exhibit "B."

4. Term

Time is of the essence of this Agreement. The services of Contractor are to commence _____, or as soon as practicable after the execution of this Agreement by City (the "Commencement Date") and terminate _____, unless terminated earlier in accordance with the provisions of this Agreement. Contract may be extended for 2 additional one-year periods if mutually agreed to in writing by both parties. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule and Term may be amended to benefit the Project if mutually agreed to in writing by City and Contractor.

In the event the Commencement Date precedes the Effective Date, Contractor shall be bound by all terms and conditions as provided herein.

5. Extra Work

In the event City requires additional services not included in Exhibit "A" or changes in the scope of services described in Exhibit "A," Contractor will undertake such work only after receiving written authorization from City. Additional compensation for such extra work shall be allowed only if the prior written approval of City is obtained.

6. Disposition of Plans, Estimates and Other Documents

Contractor agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, date or programs, maps, memoranda, letters and other documents, shall belong to City, and Contractor shall turn these materials over to City upon expiration or termination of this Agreement or upon Project completion, whichever shall occur first. These materials may be used by City as it sees fit.

7. Hold Harmless

Contractor hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Contractor will conduct all defense at its sole cost and expense and City shall approve selection of Contractor's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

8. Workers Compensation Insurance

Pursuant to California Labor Code Section 1861, Contractor acknowledges awareness of Section 3700 *et seq.* of this Code, which requires every employer to be insured against liability for workers' compensation; Contractor covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

Contractor shall obtain and furnish to City workers' compensation and employer's liability insurance in an amount of not less than the State statutory limits.

Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees. Contractor shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation.

9. General Liability Insurance

In addition to the workers' compensation and employer's liability insurance and Contractor's covenant to defend, hold harmless and indemnify City, Contractor shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage covering the Project/Service. This policy shall indemnify Contractor, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out of or in connection with the Project/Service, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit,

the aggregate limit must be no less than One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for this Project/Service. This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the Project/Service shall be deemed excess coverage and that Contractor's insurance shall be primary.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

10. Automobile Liability Insurance

Contractor shall obtain and furnish to City an automotive liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for Contractor's automotive liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*" as additional insured on the endorsement. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any similar form of limitation on the required coverage except with the express written consent of City.

11. Certificate of Insurance

Prior to commencing performance of the work hereunder, Contractor shall furnish to City a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- a. provide the name and policy number of each carrier and policy;
- b. state that the policy is currently in force; and
- c. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Contractor shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by City.

This requirement for carrying the foregoing insurance coverage shall not derogate from Contractor's defense, hold harmless and indemnification obligations as set forth in this Agreement. City or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. Contractor shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

12. Independent Contractor

Contractor is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of City. Contractor shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Contractor and its officers, agents and employees and all business licenses, if any, in connection with the Project and/or the services to be performed hereunder.

13. Conflict of Interest

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

14. Termination

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

15. Exclusivity and Amendment

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

16. Assignment

Inasmuch as to this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

17. City Employees and Officials

Contractor shall employ no City official nor any regular City employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

18. Notices

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to Contractor's agent (as designated in Section 1 hereinabove) or to City as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses below. City and Contractor may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U.S. certified U.S. certified mail-return receipt requested:

To City:

Contractor:

City of Huntington Beach
Attn: _____
2000 Main Street
Huntington Beach, CA 92648

Attn: _____

19. Consent

When City's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transactions or event.

20. Modification

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

21. Section Headings

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

22. Interpretation of this Agreement

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

23. Duplicate Original

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

24. Immigration

Contractor shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

25. Legal Services Subcontracting Prohibited

Contractor and City agree that City is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. Contractor understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for City;

and City shall not be liable for payment of any legal services expenses incurred by Contractor.

26. Confidentiality

Contractor recognizes that in the performance of its duties under this Agreement, it must conduct its activities in a manner designed to protect information of a sensitive nature from improper use or disclosure. Contractor warrants that it will use reasonable efforts consistent with practices customary in the facilities management industry in recruiting, training and supervising employees and in otherwise performing its duties hereunder in order to achieve this result. In the furtherance of this, Contractor agrees, at the request of the City, to require its employees to execute written undertakings to comply with the foregoing confidentiality provision.

27. Discrimination

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

28. Jurisdiction – Venue

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be government and construed in accordance with the laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

29. Professional Licenses

Contractor shall, through the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Huntington Beach and all other governmental agencies. Contractor shall notify the City immediately and in writing of her inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

30. Attorney's Fees

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

31. Survival

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

32. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California.

33. Signatories

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

34. Entirety

(a) The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement warranty, fact or circumstance not expressly set forth in this Agreement.

(b) All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

35. Effective Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the Mayor. This Agreement shall expire when terminated as provided herein.

CONTRACTOR

_____, a
California limited liability corporation

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: _____

Mayor

Print name
ITS: (*circle one*) Chairman/President/
Vice President

City Clerk

AND

By: _____
Print name
ITS: (*circle one*) Secretary/Chief Financial
Officer/Asst. Secretary-Treasurer

INITIATED AND APPROVED:

Director of _____

APPROVED AS TO FORM:

City Attorney

REVIEWED AND APPROVED:

City Manager

APPENDIX C

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<p><i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i></p> <p><i>Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i></p>						
<p><i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i></p>						
<p>Contractors: Any persons or entities who contract with the City and/or provide services to the City which are readily available and efficiently procured by competitive bidding.</p>	<p>Minimum of \$1,000,000 per occurrence for bodily injury, personal injury and property damages. Allows up to \$1,000 deductible. (See Note 1 below.)</p>	<p>Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible. (Additional Insured Endorsement is always required with General Liability Ins.)</p>			<p>As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (See Note 2 below.)</p>	<p>Include the policy number and Additional Insured Endorsement Requirement statement below. (See Note 3 below.)</p>
<p>Permittees: Any persons or entities who make application to the City for any use of or encroachment upon any public street, waterway, pier, or City property.</p>						
<p>Vendors: Any persons or entities who transfers property or goods to the City which may or may not involve delivery and/or installation.</p>						
<p>Note 1 - Automobile Liability: The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement. Permittees who do not use vehicles or equipment in connection with the permit shall not be required to provide auto insurance. To be exempt from this requirement, permittees must execute a declaration such as Exhibit 1 attached.</p>						
<p>Note 2 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.</p>						
<p>Note 3 - Additional Insured Endorsement Requirements: The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.</p>						

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<p><i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i></p> <p><i>Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i></p>						
<p><i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i></p>						
<p>Design Professionals: Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.</p>			<p>Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible.</p>			
<p>Professional Services: Services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to HB Muni Code 3.02. Services includes but are not limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.</p>						
<p><u>Claims made policies are acceptable if the policy further provides that:</u></p> <ol style="list-style-type: none"> 1) The policy retroactive date coincides with or precedes the professional services contractor's start of work (including subsequent policies purchased as renewals or replacements). 2) The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds. 3) If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit. 4) The reporting of circumstances or incidents that might give rise to future claims. 						

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<p><i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i></p> <p><i>Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i></p>						
<p><i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i></p>						
<p>Licenses/Lessees: Any persons or entities who contract with the City for the use of public property.</p>		<p>Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible.</p> <p><i>(Additional Insurance Endorsement is always required with General Liability Ins.)</i></p>		<p>Full replacement cost with no coinsurance penalty provision.</p>	<p>As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. <i>(See Note 1 below.)</i></p>	<p>Include the policy number and Additional Insured Endorsement Requirement statement below. <i>(See Note 2.)</i></p>
<p>Note 1 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.</p>						
<p>Note 2 - Additional Insured Endorsement Requirements: The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.</p>						

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII.

Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.

Vendor Type	Minimum Insurance Requirements
	Professional Liability
<p>Design Professionals: Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.</p> <p>Professional Services: Services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to HB Muni Code 3.02. Services includes but is not limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.</p>	<p>Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible.</p>

Claims made policies are acceptable if the policy further provides that:

- 1) The policy retroactive date coincides with or precedes the professional services contractor's start of work (including subsequent policies purchased as renewals or replacements).
- 2) The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
- 3) If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit.
- 4) The reporting of circumstances or incidents that might give rise to future claims.

APPENDIX D

GENERAL PRINCIPLES CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply with generally accepted accounting principles and good business practices. CONSULTANT shall, at its own expense, furnish all cost items associated with the proposed services except as specified to be furnished by City. CONSULTANT shall retain financial records, supporting documents, statistical records, and all other records pertinent to the proposed services for a period of a minimum of three (3) years from the expiration of the term of the Master Agreement.

CONSULTANT shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

CONSULTANT shall also certify that none of the proposed equipment or services are produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or produced by an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country in accordance with 2 CFR 200.216.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, CONSULTANT must certify that they did not assist in the development of draft specifications, requirements, statements of work, or invitations for bids or requests for proposals for the project.

Business Name: _____

Date: _____

By: _____

Name and Title of Authorized Representative

Signature of Authorized Representative

NON-DISCRIMINATION CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall CONSULTANT discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, disability, medical condition, sexual orientation, gender identity, or marital status. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONSULTANT shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, national origin, creed, religion, age, sex, physical or mental disability, political affiliation, or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200-d); Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. 324); Section 504 of the Rehabilitation Act of 1973; the Civil Rights Restoration Act of 1987 (P.L. 100-209); Executive Order 12898 (February 11, 1994); Executive Order 13166 (August 16, 2000); Title VII of the Civil Rights Act of 1964 (42 U.S.C 2000-d); the Age Discrimination Act of 1975 (42 U.S.C. 6101); Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code; Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Department of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

CONSULTANT shall ensure that proposed activities be accomplished in an equitable and impartial manner so that no person shall be excluded because of race, color, gender, or national origin from participation in, or be denied the benefits, or any program or activity for which federal financial assistance is received (31 CFR Part 22).

Business Name: _____

Date: _____

By: _____

Name and Title of Authorized Representative

Signature of Authorized Representative

MBE and WBE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage the participation of disadvantaged, minority and women-owned business enterprises in the City's procurement process.

CONSULTANT agrees to use its best efforts to carry out this policy when sourcing the use of outside consultants, advisors and contractors to the fullest extent practicable, consistent with the efficient performance of a contract. CONSULTANT may rely on written representations by consultants, advisors and contractors regarding their status. CONSULTANT shall report to the City the names of all consultants, advisors and contractors hired for the proposed services and information on whether or not they are a disadvantaged, minority or women-owned business enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

CONSULTANT shall, in accordance with 2 CFR 200.321, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms when sourcing the use of outside consultants, advisors, and contractors for a contract by:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Business Name: _____

Date: _____

By: _____

Name and Title of Authorized Representative

Signature of Authorized Representative

DOMESTIC PREFERENCE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders.

CONSULTANT agrees to use its best efforts to comply with 2 CFR 200.322 to the fullest extent possible consistent with the efficient performance of a contract.

RECOVERED MATERIALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply with 2 CFR 200.322 and procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. CONSULTANT certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, CONSULTANT shall estimate the percentage of total material utilized for the performance of the project that is recovered materials and shall provide such estimate to City upon request.

Business Name: _____

Date: _____

By: _____

Name and Title of Authorized Representative

Signature of Authorized Representative

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT CERTIFICATION FOR
FEDERAL-AID CONTRACTS**

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Business Name: _____

Date: _____

By: _____

Name and Title of Authorized Representative

Signature of Authorized Representative

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this certification. Indicate to whom it applies, initiating agency, and dates of action.

Business Name: _____

Date: _____

By: _____

Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this document, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Business Name: _____

Date: _____

By: _____

Name and Title of Authorized Representative

Signature of Authorized Representative

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____ CFDA Number, if applicable _____	
10.a. Name and Address of Lobby Registrant (If individual, last name, first name, MI)	10.b. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETING SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect

of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.