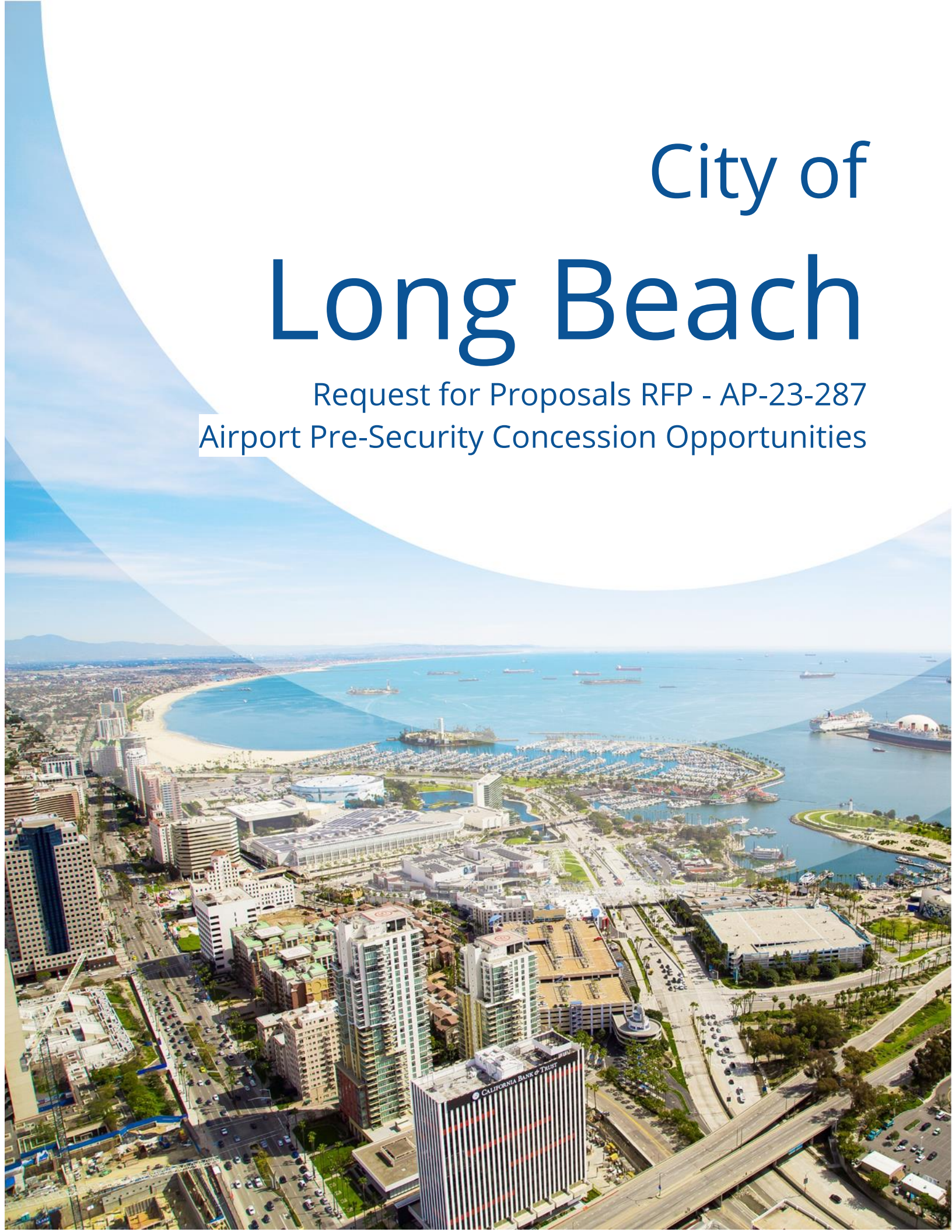


City of Long Beach

Request for Proposals RFP - AP-23-287
Airport Pre-Security Concession Opportunities



Overview

Summary

The City of Long Beach (City) and the Long Beach Airport Department (Airport), seek proposals for the operation and management of the following three pre-security concession opportunities at the Long Beach Airport:

Opportunity #1: New Dining Location in Meeters & Greeters Area

Opportunity #2: Historic Terminal 2nd Floor Former Restaurant

Opportunity #3: Historic Terminal First Floor Alcoves Automated Retail

Proposers may submit a proposal for one, two, or all three opportunities.

Key Dates

Release Date: August 3, 2023

Mandatory Pre-Proposal Meeting: 8:30AM, August 16, 2023

Questions Due to the City: 11:00AM, August 30, 2023

Proposals Due: September 27, 2023

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

Proposal Information

Instructions for what to include in your proposal and how to submit it are detailed in Section 4.

Proposals must be submitted electronically via LongBeachBuys.com.

Official Contact

Anthony Delgado

rfppurchasing@longbeach.gov

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

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1 The Opportunity

1.1 Project Summary

The Long Beach Airport is seeking proposals for the operation and management of the following three pre-security concession opportunities at the Long Beach Airport:

Opportunity #1: New Dining Location in Meeters & Greeters Area

Opportunity #2: Historic Terminal 2nd Floor Former Restaurant

Opportunity #3: Historic Terminal 1st Floor Alcoves Automated Retail

An Airport Concession is defined as a business located in an Airport that is engaged in the sale of consumer goods or services to the public under an agreement with the Airport. This invitation is extended only to those firms who can demonstrate that they meet the qualification criteria explained in this Request for Proposals (RFP). Responders are encouraged to propose any combination of the three concessions opportunities they are interested in operating.

The concession spaces are expected to be completed by the end of 2023 but the concession operation start date is negotiable/flexible depending on proposed or required facility improvements.

1.2 Background

Long Beach Airport (LGB) is strategically located next to the 405 freeway, halfway between Los Angeles and Orange County airports. Sitting on 1,166 acres, LGB boasts three runways, with the longest being 10,000 feet, and can land some of the largest airplanes in the world. Founded in 1923, LGB is the oldest municipal airport in California. Among its many awards, LGB was named a Top 10 airport in the 2020 USA Today 10 Best Readers' Choice travel award contest for Best Small Airport. LGB offers non-stop service to several U.S. cities while supporting a healthy general aviation community with more than 300,000 annual operations. The Airport is also a source of substantial economic activity and employment, with the LGB Aviation Complex generating \$8.6 billion in economic impact and supporting 46,000 jobs. In addition, the Airport prides itself in preserving its esteemed historic legacy and maintaining a safe, sustainable, and environmentally responsible operation.

LGB operates in compliance with a City of Long Beach Noise Ordinance that controls the number of commercial flights through a noise budget, with 58 daily air carrier flight slots. Southwest Airlines, Delta Air Lines, and Hawaiian Airlines provide commercial air service, serving 3.2 million passengers in 2022. Up until October 2020, JetBlue was the primary carrier. Now, Southwest has 45 of the current 58 daily flight slots. Air carriers at Long Beach

Airport now offer service to 24 nonstop destinations around the nation, which is more nonstop service than at any time in LGB’s nearly 100-year history (**Appendix A**).

Long Beach Airport Passenger Traffic						
	2019	2020	2021	2022	2023 (forecast)	2024 (forecast)
Enplanements	1,791,451	520,297	1,053,744	1,625,163	1,800,000	1,850,000
Deplanements	1,792,752	523,476	1,050,952	1,617,668	1,800,000	1,850,000
Total	3,584,203	1,043,773	2,104,696	3,242,831	3,600,000	3,700,000

Over the past decade, LGB has transformed into a vital and modern airport serving Southern California. It includes a brand-new ticketing building and baggage claim along with its unique indoor/outdoor concourse and state of the art parking facilities.

On December 12, 2012, LGB reinvented itself with the grand opening of a new passenger concourse, creating a resort-like, relaxed atmosphere for travelers. Construction for Terminal Area Improvements Project (Phase I) began in 2010 and included a new parking structure and a new passenger concourse.

In 2020, LGB began the \$110 million Phase II – Terminal Area Improvement Program to make strategic pre-security enhancements to the airport. As part of that effort, two major components were completed in the Spring of 2022, including the new Ticketing Lobby and Checked Baggage Inspection System (CBIS) facility. The \$26 million investment in the Ticketing Lobby complements the adjacent Historic Terminal. It builds upon LGB’s status as a first-class gateway to Southern California, holding a special niche in the aviation industry with its easy access, sustainable facilities, and welcoming feel for travelers. In April 2023, LGB opened its new Baggage Claim facility. The \$25 million investment consolidated the Airport’s bag claim operations into one 11,500-square-foot open-air, pavilion-style building to complement the Airport’s other indoor-outdoor architectural design elements.

Ticketing services were previously located in the Historic Terminal building, which is scheduled to undergo significant renovations, including a seismic upgrade, and eventually transition into space dedicated to rental car customer service functions on the first floor.

For more information about the City and the Airport, you may visit the City’s website at <http://www.longbeach.gov> and the Airport’s website at <http://www.longbeach.gov/lgb>

Concession Operation History

There is a strong need for pre-security concessions at the Airport. Airport staff, travelers, tenants, and visitors currently don’t have any food options without going through the TSA checkpoint. Currently, there are only Food/Beverage and Retail concessions post-security

at the Airport. These have been operated by Paradies Lagardère since 2012, and their contract will expire in late 2027. Prior to the concourse opening in 2012, SSP operated the restaurant on the second floor of the Historic Terminal. Historic revenue data is attached as an Appendix **(Appendix B)**. They ended operations in 2014. In 2018, Little Brass Cafe operated a café on the first floor of the Historic Terminal **(Appendix C)**. They had to cease operations in 2022 when the Historic Terminal closed for Phase II improvements.

1.3 Goals

It is the goal of the Airport to develop, provide and maintain first-class concession facilities and services at the Airport. The awarded Contractor will:

- Serve our customers, our business partners and our community stakeholders
- Deliver an outstanding customer experience
- Create a vibrant, self-sustaining business
- Develop creative solutions for the opportunities

1.4 Award Terms

The Airport is not requiring specific terms in regard to contract and commission term and will negotiate an agreement that will best serve the Airport's need while considering the economic challenges.

2 Scope of Work

2.1 Description of Services

The selected Proposer shall provide all services necessary to operate, manage and maintain their concession space on an ongoing basis. The Proposer shall provide concession services in a manner to make the Airport's pre-security concession program profitable while balancing the customer experience and providing the highest standard of professional, courteous, efficient, and safe services.

Pre-security concessions offer one of the first and last impressions of the Long Beach Airport for many visitors. They provide essential goods and services for travelers, airport tenants, employees, and visitors doing business or using services at the Airport. Thus, it is crucial to the Airport that its pre-security concessions are managed and operated to reflect the Airport's commitment to quality customer service.

Long Beach Airport's tagline is "where the going is easy." It communicates the easy, relaxed, welcoming nature of the airport. The Proposer's level of service should complement and support the Airport's brand as well as articulate a local "Sense of Place" that reflects the City.

2.1.1 Opportunity #1: New Dining Location:

The first concession space will be in the Meeters & Greeters Area next to Baggage Claim. It is an outdoor patio dining, central area for arriving passengers at baggage claim. It is also accessible to airport tenants. The location has a fun, outdoor, California vibe. This space should be occupied by a dining concession, preferably a "fast-casual" or "grab-and-go" option. The concession must be staffed and open during airport operating hours (open no later than 1.5 hours before the first flight of the day and close no later than 1.5 hours after the last flight), including weekends and holidays. The 1,072 square foot space will be built "core and shell." The Operator must provide capital investment and labor for flooring, ceiling, lighting, and all other fixtures/furnishings. In addition, the space will have power, data, sewer, and Heating Ventilation and Air Conditioning (HVAC). The Operator is expected to be able to start their build-out by January 2024 (**Appendix D**). There will be an opportunity to add outdoor seating.

2.1.2 Opportunity #2: Historic Terminal "Blank Slate":

The second concession opportunity is on the 2nd floor of the Historic Terminal. The space opened as a restaurant in 1942 with the Historic Terminal in the same Streamline Moderne design. It was initially The Clouds Restaurant and Bar, then became The Prop Room, and then most recently, Legends of Aviation Restaurant. The now-vacant space is split into three dining levels. The top level has a double wide entrance from the main hall, decorated with mosaic tile floor and airport memorabilia. The top level of the restaurant has a wide-open seating area and includes an event space that can be closed off from the rest of the restaurant for private functions. A few short steps lead down to the second-level seating area and then again to the third and bottom level, which has a long bar with access at either end to an outdoor patio that overlooks the Meeters & Greeters Area. The spacious kitchen has stainless steel countertops and sinks, a walk-in cooler, an ice maker, and appliances. There is an Americans with Disabilities (ADA) lift to assist passengers to the second level.

The Airport is open to various concepts for this space. While it was previously a restaurant, it could be an event space, a co-working space, or other purposes. Depending on the proposed use, it may require capital investment from the Operator. This space has a rich history, and the Airport would like the Operator's design to complement and honor its past.

Designed by William Horace Austin and Kenneth Smith Wing, the groundbreaking for the Historic Terminal took place on January 11, 1941, with the building scheduled to open on December 8 of that year. However, the Pearl Harbor attack on December 7 delayed the

opening to April 25, 1942. Declared a Historic Landmark in 1990 by Long Beach’s Cultural Heritage Commission, the building bridges the transition from the Streamline Moderne style of the 1930s to the geometric abstraction of the post-war International Style. Among the finishing touches on the Historic Terminal is a mosaic masterwork by artist Grace Clements, who incorporated 1.6 million hand-cut tiles in 32 colors that adorn the first and second floors.

The Historic Terminal is undergoing a seismic retrofit and restoration of its classic design elements. This includes improvements to the restrooms and building infrastructure, restoration of covered mosaic tiles, and other Art Deco design elements, including the iconic west entrance, which has been closed for decades. Interior design improvements will be minimal.

After the renovation, the first floor of the Historic Terminal will be dedicated to rental car customer service functions, and Airport Administration will return to the second floor. The improvements are expected to be completed in early 2024 (**Appendix E**).

2.1.3 Opportunity #3: Historic Terminal Automated Retail:

The third concession opportunity is a 15’ x 6’ alcove “cubby” space located in the Historic Terminal’s first-floor lobby. This space is conducive for multiple vending/automated retail machines. The Airport would like to have food and beverage offerings and retail. These machines should be unmanned and operating 24/7. The machines should be stocked regularly and maintained. The Airport is open to proposals other than vending that envision other opportunities for this space. The Historic Terminal should be open in early 2024 and the first floor will house the Rental Car transaction counters and offices.

2.1.4 Employees

The Operator shall be solely responsible for selecting, hiring, employing, paying, supervising, training, and discharging its personnel. The Operator shall select and hire only persons who are neat, well groomed, and courteous, and who are capable of acting in the utmost professional manner when interacting with customers and the general public. Availability of multi-lingual staff to communicate with and support customers would be preferred. Employees staffing the Parking Facilities shall wear a conspicuous I.D. badge and distinct uniform, pre-approved by the Airport, identifying such persons as concessions employees of Operator working with the Airport. Uniforms are required to be clean, pressed, and professional in appearance.

2.1.5 Living Wage Ordinance

On February 11, 2014, the Long Beach City Council adopted Ordinance No. ORD-14-0002 (Chapter 16.60) requiring minimum compensation and sick days be paid to dining and retail

concession workers at the Long Beach Airport and the Long Beach Convention Center. The ordinance, as outlined in Long Beach Municipal Code Chapter 16.60, requires that the rate payable to concessionaire workers, upon enactment of the initiative, shall be seventeen dollars and thirty-six cents (\$17.36) per hour worked; that the \$17.36 rate shall be annually adjusted by the amount of increases in the federal minimum wage, or, if greater, by the cumulative increase in the cost of living. **(Appendix F).**

2.1.6 Airport Concessions Disadvantaged Business Enterprise (ACDBE)

The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation (“DOT”), apply to this concession opportunity. LGB’s policy is to practice nondiscrimination based on race, color, sex, or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit Proposals.

LGB has not established ACDBE concession-specific goals for this opportunity but has established an overall race-neutral goal of 2.60% for terminal concessions, excluding car rental, during federal fiscal years 2021 through 2024 (October 1, 2020 – September 30, 2024). LGB’s goal encourages participation by firms owned and controlled by socially and economically disadvantaged persons.

For purposes of the ACDBE Program, an ACDBE is defined as a for-profit small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. There are several other eligibility criteria to be certified as an ACDBE. To apply for certification as an ACDBE, a firm must meet the eligibility requirements set forth in 49 CFR Part 23.

Firms wishing to be certified as an ACDBE and are not currently certified by an ACDBE certifying agency in California, must complete a certification application. To learn more about becoming ACDBE certified, visit the Caltrans website at <https://dot.ca.gov/programs/civil-rights/dbe-certification-information>

To obtain additional information about the federal ACDBE program, visit the Federal Aviation Administration (FAA) website at: https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program

Proposers who include ACDBE participants are required to submit information regarding intended participation by ACDBEs.

2.1.7 Sustainability

Long Beach Airport currently requires the following sustainability measures for concessions operating at the airport:

Measure	Description
Organics diversion	Collect and dispose of food scraps into designated receptacles; transport receptacles weekly to designated pickup area; donate recoverable food to a local food bank under a formal, written agreement
California Redemption Value (CRV) recycling	Recycle CRV items according to state guidelines
Mixed recycling	Recycle materials per local guidelines
Sustainability meetings	Concessions management must participate in quarterly meetings with LGB staff to discuss the status of sustainability initiatives
Water leak inspection program	Collaborate with LGB Maintenance inspectors and share information in sustainability meetings
California Green Business Network	Maintain status as a certified green business through the City of Long Beach
Sustainability training program	Conduct employee training sessions for waste diversion, water conservation and energy conservation; maintain attendance records

The following measures could be implemented at any time in the future due to local, FAA, or other regulatory compliance measures:

Measure	Description
Environmentally Preferred Purchasing Policy (EPPP)	Adhere to LGB's future EPPP which will cover janitorial supplies, service items, and the local procurement
Green concessions guidelines	Adhere to LGB's future guidelines which will include Energy Star and Water Sense appliances, sustainable construction

	materials, LED lighting, utility submetering, and grease trap maintenance
Single-use water bottle ban	Comply with a future ban of single-use plastic water bottles
Grey water use	Accommodate future facility improvements to conserve potable water

APPENDICES
Appendix A: Flight Map
Appendix B: SSP Revenue Data
Appendix C: Little Brass Café Revenue Data
Appendix D: New Dining Location
Appendix E: Historic Terminal “Blank Slate”
Appendix F: Living Wage Ordinance
Appendix G: ACDBE Form
Appendix H: Branding Identity Guidelines

2.2 Performance Metrics & Contract Management

2.2.1 Performance Metrics

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

METRIC	DESCRIPTION	TARGET	DATA SOURCE
1. Revenue	Will increase revenue at the Airport	Matching or exceeding previous year’s revenue	Operator reporting

2. Customer service	Provide great customer service	Positive feedback	Customer and employee feedback surveys
3. Customers served	Number of transactions	Matching or exceeding previous year's transactions	Operator reporting

2.2.2 Contract Management

Communication and Management: Contractor should schedule at a minimum, quarterly meetings to discuss financials and any other feedback. There should be consistent communication between the Airport and the Contractor if any issues or suggestions arise.

Performance Reports: No later than the 15th day of the month the Operator shall submit to the Airport a report listing monthly gross sales and the Concession Fee due to the Airport for the previous month. The Operator will also need to send a monthly ACDBE report which will detail any ACDBE revenue (**Appendix G**).

2.2.3 Contract Payment

The Contractor shall submit to Airport Accounting no later than the 15th day of the month, the Concession Fee due based on the previous month's sales.

3 How We Choose

3.1 Minimum Qualifications

- Qualification to conduct business in the City
- Not having been debarred by Federal, State or local government
- Strongly prefer at least three years of continuous experience within the last five years in the ownership, management, or operation of similar concessions concepts

3.2 Evaluation Criteria

Proposals shall be consistently evaluated based upon the following criteria:

CRITERIA

<p>1. Organizational Capacity & Experience</p> <ul style="list-style-type: none"> • Has current business in operation • Experience operating business at airports • Experience operating proposed service • Positive relationships with vendors • Availability of key personnel • Sustainability practices • ACDBE participation
<p>2. Method of Approach</p> <ul style="list-style-type: none"> • Technical and financial requirements as specified in the RFP • Feasibility, timeline of implementation • Design proposal • Proposed term • Meeting customer needs • Creative use
<p>3. Communications & Reporting</p> <ul style="list-style-type: none"> • Report samples
<p>4. Reasonableness of Cost</p> <ul style="list-style-type: none"> • Implementation costs • Projected revenues • Reasonable fee to Airport • Ability to be self-sustaining for the long term

4 Proposal Instructions & Content

4.1 Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	August 3, 2023	
Mandatory Pre-Proposal Meeting	8:30AM, August 16, 2023	<ul style="list-style-type: none"> • Long Beach Airport, Information Center, 4135 E Donald Douglas Dr. Long Beach 90815 • RSVPs are required

		<ul style="list-style-type: none"> • Parking will be available in Parking Structures A or B. Parking will not be validated • Attendees will tour the Concession Opportunity locations
Questions due to the City	11:00AM, August 30, 2023	<ul style="list-style-type: none"> • Submit all inquiries via email to rfppurchasing@longbeach.gov
Posting of the Q&A	September 13, 2023	<ul style="list-style-type: none"> • Responses to the questions will be posted on LongBeachBuys.com.
Proposals due	11:00AM, September 27, 2023	<ul style="list-style-type: none"> • Proposals should be submitted electronically via LongBeachBuys.com. • Late proposals, or proposals submitted through other channels will not be accepted. • Proposers are responsible for submitting their proposals completely and on time. <ul style="list-style-type: none"> ○ Proposers will receive an e-bid confirmation number with a time stamp from LongBeachBuys.com indicating that the proposal was submitted successfully. The City will only receive proposals that were transmitted successfully. ○ For technical support, email or call the City during normal business hours at LBPurchasing@longbeach.gov or (562) 570-6200.
Evaluation of Narrative & Cost Proposals	October 2023	<ul style="list-style-type: none"> • An Evaluation Committee will review Narrative & Cost Proposals to select the proposal that best meets the needs of the City. • Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 3.2.
Interviews	October 2023	<ul style="list-style-type: none"> • The City may interview or request demos from none, one, some or all Proposers.
Negotiation & Contractor Selection	November 2023	<ul style="list-style-type: none"> • Selected Contractor(s) will be notified in writing. • Any award is contingent upon the successful negotiation of final contract terms. If contract

		<p>negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.</p> <ul style="list-style-type: none"> • Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached.
Estimated Contract Execution	December 2023	
Proposer Debrief	After Contractor is Selected	<ul style="list-style-type: none"> • Successful and unsuccessful Proposers are encouraged to request phone call or in person meeting with the City to discuss the strengths and weaknesses of their proposal. The intent of the debrief is to provide the Proposer with constructive feedback to equip them with information to effectively meet the City's needs and be successful in future proposals.

4.2 Proposal Content

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

PROPOSAL	
<input type="checkbox"/> Narrative Proposal	The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFP. Guidance on preparing a Narrative Proposal is detailed in Section 4.3.
<input type="checkbox"/> Cost Proposal	<p>The Cost Proposal should be prepared using:</p> <ul style="list-style-type: none"> • Implementation costs • Projected annual revenue • Proposed monthly fee to Airport • Submit Cost Proposal in Excel showing breakdown of associated costs, projects, and fees
PROPOSAL APPENDICES	
<input type="checkbox"/> Financial Stability	<p>Proposers should include one or more of the following financial statements to provide the City with enough information to determine financial stability of the Proposer and subcontractor.</p> <ul style="list-style-type: none"> • Financial Statement or Annual Report

	<ul style="list-style-type: none"> • Business tax return • Statement of income and balance sheet
<input type="checkbox"/> Other Addenda (if applicable)	Colored displays, promotional materials, and other collateral are not necessary or desired. However, if a complete response cannot be provided without referencing supporting documentation, it may be provided as an addendum clearly cited in the Narrative or Cost Proposal.
MANDATORY ATTACHMENTS <i>The following are included as Attachments in Long Beach Buys. They must be signed by the individual legally authorized to bind the Proposer.</i>	
<input type="checkbox"/> A. Authorization & Certification	
<input type="checkbox"/> B. Equal Benefits Ordinance (EBO) Form	
<input type="checkbox"/> C. Proof of registration with the California Department of Industrial Relations	
<input type="checkbox"/> D. Disadvantaged Business Enterprise Program (DBE) Exhibits	
Attachments Which May be Submitted Upon Award <i>Upon award, Awarded Contractors will be required to submit the following. We encourage you to take note of these requirements, and where possible, include available information as part of your proposal to expedite processing.</i>	
<input type="checkbox"/> E. W-9	
<input type="checkbox"/> F. Business License	
<input type="checkbox"/> G. Proof of Registration with the California Secretary of State	
<input type="checkbox"/> H. Certificates of Insurance:	
<input type="checkbox"/> I. Faithful Performance Bond	
<input type="checkbox"/> J. Labor and Materials Bond	
<input type="checkbox"/> K. Current Contractor's State License Board print out	
<input type="checkbox"/> Contact Information <i>Ensure your organization's profile is up to date in Long Beach Buys, including an email address, phone number, and for any classifications you may qualify for.</i>	

4.3 Narrative Proposal Template

Proposers should develop a narrative proposal that includes all of the following information and does not exceed 20 pages (per Opportunity).

Method of Approach

- The store name, concept and theme for each proposed location
- Emphasize any local attribute, such as local brands, cuisines or experiences
- Speed of services

- A preliminary architectural rendering of each proposed concession location indicating:
 - The overall design concept for the space
 - General visual and color scheme
 - Fixtures and equipment and casework
 - Image sign and graphic element and any other signage, including examples of promotional signage
 - Dimensions for vending proposals
- A layout or space plan for each concession location which identifies the major display fixtures, circulation, customer queuing, cash wrap, and storage space.
- A materials board which demonstrates the quality and colors of the various materials to be used within the location including floor covering, wall covering, ceiling material and color, and counter materials
- Proposed product list and price range
- How would Proposer support the Airport brand of “where the going is easy?” A branding guide is provided as reference (**Appendix H**)
- Summarize implementation timeline with key milestones
- Proposed term of agreement
- Describe Proposer’s ability to mitigate/address risks, operational, and technical challenges
- What, if anything, will Proposer need from Airport and/or City?
- Delivery and storage of goods
- Point of sale equipment and processes
- Operational audit practices
- Customer Service Plan – customer complaints, refunds, customer loyalty programs
- Customer Service Enhancements – mobile ordering, food delivery, QR code menus, or any other innovative payment, delivery, or ordering concepts

Organizational Capacity and Experience

- Why the Proposer is qualified to provide the services described in this RFP.
- The length of time the Proposer has been providing the services described in this RFP.
- Contact information for airports/other businesses Proposer is currently servicing (References)
- Subcontractors, if any, and contact information
- Staffing Plan
- Staff Training Requirements
- Key staff involved in Proposal
- Number of total employees and number of employees residing in Long Beach

- Proposed staff uniforms
Communications and Reporting
- Sample monthly revenue report
- List of Key Performance Indicators and how they will be monitored
- Maintenance Plan – ongoing maintenance, preventative maintenance, and repair and replacement policies and procedures for utility components (e.g., HVAC, plumbing, equipment, displays, fixtures, flooring, etc.)

Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
Organization	Company Name	
	Company Address	
	Federal Tax ID Number	
	DIR Number	
	Website	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Corporation <i>State and Date of incorporation:</i> _____	
	<input type="checkbox"/> Limited Liability Company	

	<input type="checkbox"/> Other _____	
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).		
How many employees does the organization have in total and residing in Long Beach?		
Where are the representative(s) that would service the City's account located?		
REFERENCES		
Reference 1	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 2	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 3	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 4	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 5	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and	

	End Dates	
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SUB-CONTRACTOR CONTACT INFORMATION		
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Does the proposal include subcontractors?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

If applicable, provide the following for all subcontractors included in this proposal.		
---	--	--

Organization	Company Name	
	Company Address	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	

SUBCONTRACTOR CAPACITY & EXPERIENCE		
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What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit
	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> General Partnership
	<input type="checkbox"/> Corporation <i>State and Date of incorporation:</i> _____
	<input type="checkbox"/> Limited Liability Company
	<input type="checkbox"/> Other _____
Which specific requirements of this RFP will the subcontractor perform?	
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.	
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).	

Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).	
How many employees does the organization have nationally, locally, and residing in Long Beach?	
Where are the representative(s) that would service the City's account located?	

5 Terms & Conditions

5.1 Acronyms/Definitions

1. Awarded Contractor: The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
2. City: The City of Long Beach and any department or agency identified herein.
3. Contractor / Proposer: Organization/individual submitting a proposal in response to this RFP.
4. Department / Division: City of Long Beach, Airport
5. Evaluation Committee: An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
6. May: Indicates something that is not mandatory but permissible.
7. RFP: Request for Proposals.
8. Shall / Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
9. Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
10. Subcontractor: Third party not directly employed by the Proposer who will provide services identified in this RFP.
11. LGB: Long Beach Airport
12. CBIS: Checked Baggage Inspection System
13. TSA: Transportation Security Administration
14. HVAC: Heating, Ventilation, and Air Conditioning
15. ADA: The Americans with Disabilities Act
16. ACDBE: Airport Concessions Disadvantaged Business Enterprise
17. CFR: Code of Federal Regulations

- 18.DOT: Department of Transportation
- 19.FAA: Federal Aviation Administration
- 20.CRV: California Redemption Value
- 21.EPPP: Environmental Preferred Purchasing Policy

5.2 Solicitation Terms & Conditions

1. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.
4. The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to award contracts to multiple contractors.
9. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.

10. If the City receives a single responsive, responsible proposal, the City may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist such analysis. By conducting such analysis, the City shall not be obligated to accept the single proposal. The City reserves the right to reject such proposal or any portion thereof.
11. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to Proposers.
12. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.
13. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
14. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
15. Proposals may be withdrawn by written notice received prior to the proposal opening time.
16. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Contractor or prospective Contractor.
17. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
18. Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The Awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the Awarded Contractor for implementation of their proposal.

19. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.
20. Proposal will become public record after the conclusion of the negotiation process and before final approval by the awarding body unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
21. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Proposer and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Proposer's obligations.
22. If the Contractor elects to use subcontractors, the City requires that the Awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
23. Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.
24. Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

25. The City reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the Awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the Awarded Contractor's proposal, and the Awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
26. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
27. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
28. The City will not be liable for Federal, State, or Local excise taxes.
29. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including all contract terms and conditions therein, except such terms and conditions that the Proposer expressly excludes.
30. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
31. Proposals shall be kept confidential through the negotiation process.
32. No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.

Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance.
33. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment B, if applicable. Unless otherwise specified in the procurement package, Proposers do not need to submit with their

bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

5.3 Contract Terms & Conditions

1. The Awarded Contractor will be the sole point of contract responsibility. The City will look solely to the Awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the Awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
2. The Awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the Awarded Contractor has submitted acceptable evidence of the required insurance coverages. As a condition precedent to the effectiveness of this contract, Contractor shall procure and maintain at Contractor's expense for the duration of this contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:
 - a. Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of activities or work performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. Such insurance shall not exclude coverage for liability resulting from cross liability protection or, if applicable, from the service of alcoholic beverages (liquor liability).
 - b. Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach and its insurers, officials, employees, and agents.

- c. If use of a vehicle is part of the scope of services, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 (“any auto”).

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

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

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

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

and/or Police Departments. Additional information is available at www.longbeach.gov/finance/business_license.

4. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of Sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.
5. Awarded Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Awarded Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Awarded Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code Section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Awarded Contractor, its officers, employees, agents, subcontractors, or anyone under Awarded Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").
6. In addition to Awarded Contractor's duty to indemnify, Awarded Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Awarded Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Awarded Contractor shall be required for the duty to defend to arise. City shall notify Awarded Contractor of any Claim, shall tender the defense of the Claim to Awarded Contractor, and shall assist Awarded Contractor, as may be reasonably requested, in the defense.
7. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Awarded Contractor's costs

of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

8. Any requests for reasonable price adjustments must be submitted 60 days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be justified based upon verifiable criteria such as the Consumer Price Index, US City Averages, or other relevant indices.
9. If the Awarded Contractor elects to use subcontractors, Awarded Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Awarded Contractor.
10. If the Awarded Contractor elects to use subcontractors, the Awarded Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.
11. The provisions of this section shall survive the expiration or termination of this Contract.
12. PUBLIC WORKS OF IMPROVEMENT ONLY: Contractor agrees that all public work (as defined in California Labor Code Section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code Sections 1770 et seq. If there is a difference between the general prevailing wage rates determined by the director of the Department of Industrial Relations and the applicable minimum wage rates determined by the Secretary of Labor (for federally assisted projects) for similar classifications of work, the Contractor and its subcontractors of every tier shall pay their workers not less than the higher wage rate.
13. In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The awarded contractor expressly agrees to comply with the penalty provisions of California Labor Code Section 1776

14. CALIFORNIA WAGE RATE REQUIREMENTS: This project is a public work under Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work. Copies of prevailing rate of per diem wages are on file in the office of the City Engineer, 5th floor, City Hall, 411 West Ocean Boulevard, Long Beach, California 90802, and shall be made available upon request. Copies may also be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. This project will be subject the **2023-1 prevailing wage** rate, as determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors is directed to pay not less than the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. Contractor is required to post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Contractors are required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by the prevailing wage determinations must also be paid. If the California minimum wage is increased in the future to an amount above that shown in the prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

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

16. **CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH:** Pursuant to the provisions of Labor Code Section 1776, Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractor in connection with the work. Such payroll records for Contractor and all subcontractors shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure to furnish such records to City or City's authorized Labor Compliance representative in the manner provided herein for notices shall entitle City to withhold the penalty prescribed by law from progress payments due to Contractor.
17. Each contractor and every subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system. The foregoing is in addition to, and not in lieu of, any other requirements or obligations established and imposed by any department of the City with regard to submission and retention of certified payroll records for Contractor and subcontractors.
18. **APPRENTICESHIP EMPLOYMENT (CONTRACTS OVER \$30,000 ONLY):** The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply.
19. **PENALTIES:** Contractor and subcontractors are subject to penalties, including, but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for failure to comply with Labor Code § 1720 et seq.

5.4 Additional Requirements

None.

5.5 Protest Procedures

Who May Protest

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

Time for Protest

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

Form of Protest

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

City Response to Protest

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

Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. The Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.