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AGREEMENT

35082

THIS AGREEMENT is made and entered, in duplicate, as of September 19, 2018, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on September 18, 2018, by and between DATAGEAR, INC., a California corporation ("Contractor") whose address is 500 W. Dyer Road, Santa Ana, California 92707, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with the maintenance and operation of the Airport Flight Information Display System at the Long Beach Airport ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals ("RFP"), attached hereto as Exhibit "A-1", and incorporated by this reference, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A-2", attached to this Agreement and incorporated by this reference, at those locations at the Airport more particularly described in Exhibit "A-3", attached to this Agreement and incorporated by this reference, which may be amended from time to time between the parties hereto, in accordance with the standards of the profession, and City shall pay for these services in the manner

1 described below, not to exceed Three Hundred Thirty-Four Thousand Seven
2 Hundred Eighty-Six Dollars (\$334,786), at the rates or charges shown in Exhibit "B".

3 B. City shall pay Contractor in due course of payments following
4 receipt from Contractor and approval by City of invoices showing the services or
5 task performed, the time expended (if billing is hourly), and the name of the Project.
6 Contractor shall certify on the invoices that Contractor has performed the services
7 in full conformance with this Agreement and is entitled to receive payment. Each
8 invoice shall be accompanied by a progress report indicating the progress to date
9 of services performed and covered by the invoice, including a brief statement of any
10 Project problems and potential causes of delay in performance, and listing those
11 services that are projected for performance by Contractor during the next invoice
12 cycle. Where billing is done and payment is made on an hourly basis, the parties
13 acknowledge that this arrangement is either customary practice for Contractor's
14 profession, industry or business, or is necessary to satisfy audit and legal
15 requirements which may arise due to the fact that City is a municipality.

16 C. Contractor represents that Contractor has obtained all
17 necessary information on conditions and circumstances that may affect its
18 performance and has conducted site visits, if necessary.

19 D. By executing this Agreement, Contractor warrants that
20 Contractor (a) has thoroughly investigated and considered the scope of services to
21 be performed, (b) has carefully considered how the services should be performed,
22 and (c) fully understands the facilities, difficulties and restrictions attending
23 performance of the services under this Agreement. It the services involve work upon
24 any site, Contractor warrants that Contractor has or will investigate the site and is
25 or will be fully acquainted with the conditions there existing, prior to commencement
26 of services set forth in this Agreement. Should Contractor discover any latent or
27 unknown conditions that will materially affect the performance of the services set
28 forth in this Agreement, Contractor must immediately inform the City of that fact and

1 may not proceed except at Contractor's risk until written instructions are received
2 from the City.

3 E. Contractor must adopt reasonable methods during the life of
4 the Agreement to furnish continuous protection to the work, and the equipment,
5 materials, papers, documents, plans, studies and other components to prevent
6 losses or damages, and will be responsible for all damages, to persons or property,
7 until acceptance of the work by the City, except those losses or damages as may
8 be caused by the City's own negligence.

9 F. CAUTION: Contractor shall not begin work until this
10 Agreement has been signed by both parties and until Contractor's evidence of
11 insurance has been delivered to and approved by City.

12 2. TERM. The term of this Agreement shall commence at midnight on
13 October 1, 2018, and shall terminate at 11:59 p.m. on September 30, 2021, unless sooner
14 terminated as provided in this Agreement, or unless the services or the Project is
15 completed sooner. The term may be extended for two (2) additional one-year periods at
16 the discretion of the City Manager.

17 3. COORDINATION AND ORGANIZATION.

18 A. Contractor shall coordinate its performance with City's
19 representative, if any, named in Exhibit "C", attached to this Agreement and
20 incorporated by this reference. Contractor shall advise and inform City's
21 representative of the work in progress on the Project in sufficient detail so as to
22 assist City's representative in making presentations and in holding meetings on the
23 Project. City shall furnish to Contractor information or materials, if any, described in
24 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall
25 perform any other tasks described in the Exhibit.

26 B. The parties acknowledge that a substantial inducement to City
27 for entering this Agreement was and is the reputation and skill of Contractor's key
28 employee, Lee Coffey. City shall have the right to approve any person proposed by

1 Contractor to replace that key employee.

2 4. INDEPENDENT CONTRACTOR. In performing its services,
3 Contractor is and shall act as an independent contractor and not an employee,
4 representative or agent of City. Contractor shall have control of Contractor's work and the
5 manner in which it is performed. Contractor shall be free to contract for similar services to
6 be performed for others during this Agreement; provided, however, that Contractor acts in
7 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
8 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
9 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
10 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
11 the usual and customary rights, benefits or privileges of City employees. Contractor
12 expressly warrants that neither Contractor nor any of Contractor's employees or agents
13 shall represent themselves to be employees or agents of City.

14 5. INSURANCE.

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

20 i. Commercial general liability insurance or self-insurance
21 equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long
22 Beach, and their officials, employees, and agents as additional insureds on
23 a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against
24 claims, demands, causes of action, expenses, costs, or liability for injury to
25 or death of persons, or damage to or loss of property arising out activities
26 performed by or on behalf of the Contractor in an amount not less than One
27 Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US
28 \$2,000,000) in general aggregate.

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ii. 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 their officials, employees, and agents.

iii. Automobile liability insurance equivalent in coverage scope to ISO CA 00 0)1 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired automobiles

iv. Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the services provided pursuant to this Agreement.

B. 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 their 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.

C. Any subcontractors which Contractor may use in the performance of this Agreement 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.

D. Contractor shall deliver to City certificates of insurance and

1 original endorsements for approval as to sufficiency and form prior to the start of
2 performance hereunder. The certificates and endorsements for each insurance
3 policy shall contain the original signature of a person authorized by that insurer to
4 bind coverage on its behalf. "Claims-made" policies are not acceptable unless City
5 Risk Manager determines that "Occurrence" policies are not available in the market
6 for the risk being insured. In a "Claims-made" policy is accepted, it must provide for
7 an extended reporting period of not less than one hundred eighty (180) days. Such
8 insurance as required herein shall not be deemed to limit Contractor's liability
9 relating to performance under this Agreement. City reserves the right to require
10 complete certified copies of all said policies at any time. Any modification or waiver
11 of the insurance requirements herein shall be made only with the approval of City
12 Risk Manager. The procuring of insurance shall not be construed as a limitation on
13 liability or as full performance of the indemnification provisions of this Agreement.

14 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
15 contemplates the personal services of Contractor and Contractor's employees, and the
16 parties acknowledge that a substantial inducement to City for entering this Agreement was
17 and is the professional reputation and competence of Contractor and Contractor's
18 employees. Contractor shall not assign its rights or delegate its duties under this
19 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
20 of City, except that Contractor may with the prior approval of the City Manager of City,
21 assign any moneys due or to become due Contractor under this Agreement. Any
22 attempted assignment or delegation shall be void, and any assignee or delegate shall
23 acquire no right or interest by reason of an attempted assignment or delegation.
24 Furthermore, Contractor shall not subcontract any portion of its performance without the
25 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
26 or contractor without approval prior to the substitution. Nothing stated in this Section shall
27 prevent Contractor from employing as many employees as Contractor deems necessary
28 for performance of this Agreement.

1 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
2 certifies that, at the time Contractor executes this Agreement and for its duration,
3 Contractor does not and will not perform services for any other client which would create a
4 conflict, whether monetary or otherwise, as between the interests of City and the interests
5 of that other client. And, Contractor shall obtain similar certifications from Contractor's
6 employees, sub-Contractors and contractors.

7 8. MATERIALS. Contractor shall furnish all labor and supervision,
8 supplies, materials, tools, machinery, equipment, appliances, transportation and services
9 necessary to or used in the performance of Contractor's obligations under this Agreement,
10 except as stated in Exhibit "D".

11 9. OWNERSHIP OF DATA. All materials, information and data
12 prepared, developed or assembled by Contractor or furnished to Contractor in connection
13 with this Agreement, including but not limited to documents, estimates, calculations,
14 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
15 models, reports, summaries, drawings, designs, notes, plans, information, material and
16 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
17 and City shall have the unrestricted right to use and disclose the Data in any manner and
18 for any purpose without payment of further compensation to Contractor. Copies of Data
19 may be retained by Contractor but Contractor warrants that Data shall not be made
20 available to any person or entity for use without the prior approval of City. This warranty
21 shall survive termination of this Agreement for five (5) years.

22 10. TERMINATION. Either party shall have the right to terminate this
23 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
24 prior notice to the other party. In the event of termination under this Section, City shall pay
25 Contractor for services satisfactorily performed and costs incurred up to the effective date
26 of termination for which Contractor has not been previously paid. The procedures for
27 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
28 termination, Contractor shall deliver to City all Data developed or accumulated in the

1 performance of this Agreement, whether in draft or final form, or in process. And,
2 Contractor acknowledges and agrees that City's obligation to make final payment is
3 conditioned on Contractor's delivery of the Data to City.

4 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
5 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
6 performing its services, during the term of this Agreement and for five (5) years following
7 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
8 all information, whether written, oral or visual, obtained by any means whatsoever in the
9 course of performing its services for the same period of time. Contractor shall not disclose
10 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
11 of others except for the purpose of this Agreement.

12 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
13 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
14 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
15 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
16 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
17 to subpoena or court order.

18 13. ADDITIONAL SERVICES. The City has the right at any time during
19 the performance of the services, without invalidating this Agreement, to order extra work
20 beyond that specified in the RFP or make changes by altering, adding to or deducting from
21 the work. No extra work may be undertaken unless a written order is first given by the City,
22 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
23 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
24 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
25 City Representative. Any greater increases, taken either separately or cumulatively, must
26 be approved by the City Council. It is expressly understood by Contractor that the
27 provisions of this paragraph do not apply to services specifically set forth in the RFP or
28 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that

1 the services to be provided pursuant to the RFP may be more costly or time consuming
2 than Contractor anticipates and that Contractor will not be entitled to additional
3 compensation for the services set forth in the RFP.

4 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
5 from any amount payable to Contractor (whether or not arising out of this Agreement) any
6 amounts the payment of which may be in dispute or that are necessary to compensate the
7 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
8 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
9 performing or failing to perform Contractor's obligations under this Agreement. In the event
10 that any claim is made by a third party, the amount or validity of which is disputed by
11 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
12 City may withhold from any payment due, without liability for interest because of the
13 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
14 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
15 indemnify and protect the City as elsewhere provided in this Agreement.

16 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
17 amended, nor any provision or breach waived, except in writing signed by the parties which
18 expressly refers to this Agreement.

19 16. LAW. This Agreement shall be construed in accordance with the laws
20 of the State of California, and the venue for any legal actions brought by any party with
21 respect to this Agreement shall be the County of Los Angeles, State of California for state
22 actions and the Central District of California for any federal actions. Contractor shall cause
23 all work performed in connection with construction of the Project to be performed in
24 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
25 county or municipal governments or agencies (including, without limitation, all applicable
26 federal and state labor standards, including the prevailing wage provisions of sections 1770
27 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
28 marshal, health officer, building inspector, or other officer of every governmental agency

1 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
2 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
3 conflict with any applicable laws, but the remainder of the Agreement will remain in full
4 force and effect.

5 17. PREVAILING WAGES.

6 A. Consultant agrees that all public work (as defined in California
7 Labor Code section 1720) performed pursuant to this Agreement (the "Public
8 Work"), if any, shall comply with the requirements of California Labor Code sections
9 1770 *et seq.* City makes no representation or statement that the Project, or any
10 portion thereof, is or is not a "public work" as defined in California Labor Code
11 section 1720.

12 B. In all bid specifications, contracts and subcontracts for any
13 such Public Work, Consultant shall obtain the general prevailing rate of per diem
14 wages and the general prevailing rate for holiday and overtime work in this locality
15 for each craft, classification or type of worker needed to perform the Public Work,
16 and shall include such rates in the bid specifications, contract or subcontract. Such
17 bid specifications, contract or subcontract must contain the following provision: "It
18 shall be mandatory for the contractor to pay not less than the said prevailing rate of
19 wages to all workers employed by the contractor in the execution of this contract.
20 The contractor expressly agrees to comply with the penalty provisions of California
21 Labor Code section 1775 and the payroll record keeping requirements of California
22 Labor Code section 1771."

23 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
24 constitutes the entire understanding between the parties and supersedes all other
25 agreements, oral or written, with respect to the subject matter in this Agreement.

26 19. INDEMNITY.

27 A. Consultant shall indemnify, protect and hold harmless City, its
28 Boards, Commissions, and their officials, employees and agents ("Indemnified

1 Parties”), from and against any and all liability, claims, demands, damage, loss,
2 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
3 costs and expenses, including attorneys’ fees, court costs, expert and witness fees,
4 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
5 in part, out of or in connection with (1) Consultant’s breach or failure to comply with
6 any of its obligations contained in this Agreement, including all applicable federal
7 and state labor requirements including, without limitation, the requirements of
8 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
9 omissions or misrepresentations committed by Consultant, its officers, employees,
10 agents, subcontractors, or anyone under Consultant’s control, in the performance
11 of work or services under this Agreement (collectively “Claims” or individually
12 “Claim”).

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

22 C. If a court of competent jurisdiction determines that a Claim was
23 caused by the sole negligence or willful misconduct of Indemnified Parties,
24 Consultant’s costs of defense and indemnity shall be (1) reimbursed in full if the
25 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
26 percentage of willful misconduct attributed by the court to the Indemnified Parties.

27 D. The provisions of this Section shall survive the expiration or
28 termination of this Agreement.

1 20. FORCE MAJEURE. If any party fails to perform its obligations
2 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
3 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
4 governmental regulations, governmental controls, judicial orders, enemy or hostile
5 governmental action, civil commotion, fire or other casualty, or other causes beyond the
6 reasonable control of the party obligated to perform, then that party's performance will be
7 excused for a period equal to the period of such cause for failure to perform.

8 21. AMBIGUITY. In the event of any conflict or ambiguity between this
9 Agreement and any Exhibit, the provisions of this Agreement shall govern.

10 22. NONDISCRIMINATION.

11 A. In connection with performance of this Agreement and subject
12 to applicable rules and regulations, Contractor shall not discriminate against any
13 employee or applicant for employment because of race, religion, national origin,
14 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
15 disability. Contractor shall ensure that applicants are employed, and that employees
16 are treated during their employment, without regard to these bases. These actions
17 shall include, but not be limited to, the following: employment, upgrading, demotion
18 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
19 or other forms of compensation; and selection for training, including apprenticeship.

20 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
21 accordance with the provisions of the Ordinance, this Agreement is subject to the
22 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
23 Long Beach Municipal Code, as amended from time to time.

24 A. During the performance of this Agreement, the Consultant
25 certifies and represents that the Consultant will comply with the EBO. The
26 Consultant agrees to post the following statement in conspicuous places at its place
27 of business available to employees and applicants for employment:
28

1 “During the performance of a contract with the City of Long Beach, the
2 Consultant will provide equal benefits to employees with spouses and its
3 employees with domestic partners. Additional information about the City of
4 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
5 Long Beach Business Services Division at 562-570-6200.”

6 B. The failure of the Consultant to comply with the EBO will be
7 deemed to be a material breach of the Agreement by the City.

8 C. If the Consultant fails to comply with the EBO, the City may
9 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
10 to become due under the Agreement may be retained by the City. The City may
11 also pursue any and all other remedies at law or in equity for any breach.

12 D. Failure to comply with the EBO may be used as evidence
13 against the Consultant in actions taken pursuant to the provisions of Long Beach
14 Municipal Code 2.93 et seq., Contractor Responsibility.

15 E. If the City determines that the Consultant has set up or used its
16 contracting entity for the purpose of evading the intent of the EBO, the City may
17 terminate the Agreement on behalf of the City. Violation of this provision may be
18 used as evidence against the Consultant in actions taken pursuant to the provisions
19 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

20 24. NOTICES. Any notice or approval required by this Agreement shall
21 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
22 postage prepaid, addressed to Contractor at the address first stated above, and to City at
23 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
24 to the City Clerk at the same address. Notice of change of address shall be given in the
25 same manner as stated for other notices. Notice shall be deemed given on the date
26 deposited in the mail or on the date personal delivery is made, whichever occurs first.

27 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
28 that Contractor has not employed or retained any entity or person to solicit or obtain this

1 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
2 commission or other monies based on or from the award of this Agreement. If Contractor
3 breaches this warranty, City shall have the right to terminate this Agreement immediately
4 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
5 due under this Agreement or otherwise recover the full amount of the fee, commission or
6 other monies.

7 26. WAIVER. The acceptance of any services or the payment of any
8 money by City shall not operate as a waiver of any provision of this Agreement or of any
9 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
10 Agreement shall not constitute a waiver of any other or subsequent breach of this
11 Agreement.

12 27. CONTINUATION. Termination or expiration of this Agreement shall
13 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
14 18, 21 and 28 prior to termination or expiration of this Agreement.

15 28. TAX REPORTING. As required by federal and state law, City is
16 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
17 Contractor shall be solely responsible for payment of all federal and state taxes resulting
18 from payments under this Agreement. Contractor shall submit Contractor's Employer
19 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
20 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
21 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
22 Contractor provides one of these numbers.

23 29. ADVERTISING. Contractor shall not use the name of City, its officials
24 or employees in any advertising or solicitation for business or as a reference, without the
25 prior approval of the City Manager or designee.

26 30. AUDIT. City shall have the right at all reasonable times during the
27 term of this Agreement and for a period of five (5) years after termination or expiration of
28 this Agreement to examine, audit, inspect, review, extract information from and copy all

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 books, records, accounts and other documents of Contractor relating to this Agreement.

2 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
3 designed to or entered for the purpose of creating any benefit or right for any person or
4 entity of any kind that is not a party to this Agreement.

5 IN WITNESS WHEREOF, the parties have caused this document to be duly
6 executed with all formalities required by law as of the date first stated above.

7 DATAGEAR, INC., a California corporation
8 SEPTEMBER 26, 2018 By Lee M. Coffey
9 Name LEE M. COFFEY
10 Title PRESIDENT, DATAGEAR INC.

11 SEPTEMBER 26, 2018 By Lee M. Coffey
12 Name LEE M. COFFEY
13 Title SECRETARY, DATAGEAR INC.

12 Tom Modica
13 Assistant City Manager

14 EXECUTED PURSUANT
15 TO SECTION 301 OF
16 THE CITY CHARTER

“Contractor”

CITY OF LONG BEACH, a municipal
corporation

15 Oct 10, 2018 By R.B.M.
16 City Manager

“City”

18 This Agreement is approved as to form on 10-3, 2018.

19 CHARLES PARKIN, City Attorney

20 By [Signature]
21 Deputy
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EXHIBIT “A-1”

Request for Proposals (RFP)



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

City of Long Beach
Request For Proposals Number AP18-091
For
Airport Flight Information Display System

Release Date:	4/20/18
Mandatory Pre-Proposal Meeting/Site-Walk:	5/02/18
Questions Due to the City:	5/04/18
Posting of the Q & A:	5/16/18
Due Date:	5/23/18

City Contact: *Sokunthea Kol* *Buyer* *562-570-6123*

See Section 4 for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Federal Tax ID No. _____

E-mail: _____

Prices contained in this proposal are subject to acceptance within 180 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date _____

Signed _____

Print Name & Title _____

Rev 2016 0919



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

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ATTACHMENTS

- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B PRO-FORMA AGREEMENT
- C STATEMENT OF NON-COLLUSION
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION AND VENDOR APPLICATION FORM
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G EQUAL BENEFITS ORDINANCE FORM (EBO)
- H SMALL BUSINESS ENTERPRISE PROGRAM (SBE) – 3.4% GOAL
- I FAITHFUL PERFORMANCE BOND FORM

EXHIBITS

- A TERMINAL AREA MAP
- B FLIGHT INFORMATION DISPLAY EQUIPMENT
- C LONG BEACH AIRPORT RULES & REGULATIONS



City of Long Beach
Purchasing Division
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1. **OVERVIEW OF PROJECT**

The City of Long Beach (City), as operator of the Long Beach Airport (Airport or LGB), is seeking qualified firms with demonstrated capabilities and experience to provide services and support for the Airport Flight Information Display System (FIDS) as defined herein under Section 3.0.

Contractors shall be able to expand their scope of work to include additional services, if it is determined to be necessary by the City. The City plans to award the contract to the most qualified, responsive and responsible firm whose proposal represents the Best Overall Value to the City based upon the evaluation criteria defined herein and as approved by the City. The selected Contractor must have successfully delivered systems at FAR Part-139 certificated Airport after January 1, 2009.

About Long Beach Airport

The Long Beach Airport (Airport) was established in 1923 and is the oldest municipal airport in California. Situated halfway between the major business and tourism areas of both Orange and Los Angeles Counties, the Airport covers approximately 1,166 acres and has three runways, the longest being 10,000 feet.

Opened in 1942, the historic terminal stands at the center of the Airport. The ground floor of the terminal houses airline ticket counters, a concession store and café area. The second floor serves as a waiting area where passengers and visitors can see aviation history through the historical items and articles on display.

Behind the terminal building is the passenger security screening checkpoint which leads directly into the passenger concourse ("concourse"). Opened in 2012, the concourse has 11 gates available and features a rooftop solar array, an atrium and garden walkway. The layout includes electronic displays at each Gate as well as other strategically placed locations that provide flight information and advertisements.

The Airport is largely an outdoor airport and operates with several outdoor baggage claim areas, two south of the terminal and one north of the terminal. The Meet & Greet plaza is located directly behind the terminal where passengers exit the concourse. These areas have several flight information display monitors. The Airport is a very active airport with four major passenger airlines, two major cargo carriers, a general aviation community and several Fixed Base Operators (FBOs) in operation with over 3.5 million commercial airline passengers passing through the Airport annually. The major airlines currently serving the Airport are; Delta Air Lines, JetBlue Airways, Southwest Airlines, and American Airlines along with two major Cargo Carriers, FedEx and UPS.



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The Airport also operates a webpage (www.lgb.org) and a mobile application (Go LGB airport) available for iOS and Android devices. The website and mobile application offer users real-time arrival and departure schedules, information on parking and concessions, and links to the Airport's site on social media networks.

Flight Information Display System Overview

The Contractor shall have the ability to work in this very dynamic environment and be willing to adapt to any changes due to the needs of many other on-going airport activities and airport improvement programs at the Airport. Specifically, the Airport is completing various improvements and upgrades to the passenger terminal area to enhance the level of service and support existing services for passengers and visitors to the Airport. The improvements are primarily focused on the pre-security areas of the Terminal facilities. Some of the improvements may require the installation of additional FIDS hardware/software in new locations throughout the Airport property. The operational environment at the Airport presents a unique set of challenges that do not exist in other typical commercial settings. For example, the Awarded Contractor and its subcontractors shall comply with and meet federal regulations and requirements, as well as, the Airport's security policies and standards. The Awarded Contractor and its subcontractors shall be responsible for all expenses incurred by the Airport for any violation and/or corrective action resulting from any non-compliance with Department of Homeland Security (DHS), Transportation Security Administration (TSA), or the Airport's rules and regulations. The Airport's Security Identification Display Area (SIDA) security badges are required by all Contractor staff and subcontractors to be able to work on airport property. The Contractor shall become knowledgeable of the Airport's badging requirements and all the potential costs associated with this process.

KEY REQUIREMENTS

- Prospective Proposers shall have experience in providing services similar to those requested herein which are further defined herein under Section 3.0.
- Proposers shall have qualified staff currently working for them or have the ability to hire and employ qualified staff to provide the services required by the Airport, as described in this RFP, within the prescribed time period for providing them.
- Proposer's primary staff resources shall be full-time permanent employees of the Proposer or hired and employed within a reasonable time after contract award, as specified, and must be equipped with properly identified company vehicles, if any. It is assumed that the experienced Proposer will have all tools and equipment necessary to complete the work under this Contract and no additional payment will be made for the use of tools or equipment required and utilized in performance of the work.
- Secondary on-call or as-needed subcontractor's staff shall be under contract and available for work with the successful Proposer within 30 days of contract award.



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- Proposers shall possess previous verifiable experience in providing similar services and support for a Flight Information Display System to an entity comparable or exceeding in size and complexity to the Airport.

The Awarded Contractor may be required to provide onsite personnel for maintenance and repair services as specified in this RFP. The term of awarded contract will be for three (3) years with the option for two (2) additional one year extensions, commencing on the date stated in the City's Notice to Proceed. The Contractor, Contractor's employees and Contractor's subcontractors working at the Airport under the contract will take direction for all services provided for in the contract from the Airport Operations Bureau Manager, and/or designee, referred to hereinafter as LGB Contract Manager.

2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

Awarded Contractor	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
City	The City of Long Beach and any department or agency identified herein.
Contractor	Organization/individual submitting a proposal in response to this RFP.
Department / Division	City of Long Beach, Long Beach Airport.
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.
FIDS/BIDS/GIDS	Flight Information Display System / Baggage Information Display System / Gate Information Display System.
May	Indicates something that is not mandatory but permissible.
Proposer	See "Contractor".
RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.



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- Should** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
- Subcontractor** Third party not directly employed by the Contractor who will provide services identified in this RFP.
- SSI** Sensitive Security Information: SSI is information that, if publicly released, would be detrimental to transportation security as defined by Federal regulation 49 C.F.R. part 1520. Although SSI is not classified information, there are specific procedures for recognizing, marking, protecting, safely sharing, and destroying SSI.

3. SCOPE OF PROJECT

3.1 FIDS - SYSTEM FUNCTIONALITY

The FIDS shall provide the following functionality:

- A. Provide management of flight schedules and data that automatically distributes information to flight, gate, and baggage information displays (FIDS, BIDS, and GIDS) throughout the terminal as indicated on drawings, provided in **Exhibit A. Locations, displays, and layouts are subject to change upon request and notice from LGB Contract Manager.**
- B. Provide easy-to-use client access capability to allow users, with the appropriate security rights, to update, change, and modify master and daily schedules and security access, and generally administer the operation of the system.
- C. Provide interface to generate and distribute current and accurate flight information to the Airport's existing Website.
- D. Provide a comprehensive visual paging system in which display devices can be utilized for the purpose of displaying visual paging information. The visual paging system will be easily accessible from the client's workstations. Provide an integrated solution to continuously monitor hardware, software application, system and database performance and availability.
- E. Provide an integrated automatic notification system to alert Operational, IT, or administrative personnel of any failure.
- F. Provide integrated fail-over recovery software that allows the FIDS to automatically resume normal operation on a redundant backup server if the primary server fails.
- G. Provide the capability to interface with gate management systems, public address systems (for automatic updates to the flight announcement function), visual paging system, websites, handheld wireless communication devices, or other systems as requested.



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- H. Awarded Contractor will be required to create source code for the mobile application (Go LGB airport). The mobile application shall be available on iOS and Android-based mobile devices. Mobile application shall allow end-users to search by flight number and access detailed real-time departure and arrival information. Awarded Contractor will be responsible for uploading information regarding parking, concessions, and links to Airport related sites (i.e. rental car, social media applications, etc.), or any other information may request, to the mobile application.
- I. Provide interface for receiving and displaying current and accurate flight information to our website. If interface for receiving flight information is not accurate, at any time, Airport may request Proposer to change interface at no additional cost to the Airport. Provide all hardware and support required to install all devices in neat and workman-like manner. All exposed wiring to the devices shall be limited to final connection points to the devices. Existing equipment will be maintained and used. Currently, all displays have location computers mounted on the back. Displays may have different orientations.
- J. Provide product integration with the Airport's existing audio-paging provider to facilitate one button emergency notifications throughout the airport, and in distinct locations.
- K. Provide product integration with the Airport's existing audio-paging to allow for visual paging capabilities for public emergency communication and other announcements on the FIDS displays.

3.2 FIDS - SYSTEM DESCRIPTION

The MUFIDS must include the following features:

- A. A hosted solution is acceptable. Airport may request the installation of an on-site server at any time during the contract period. Contractor shall utilize the existing network and equipment. Remote access to the FIDS may be allowed to the awarded contractor.
- B. All software and hardware shall be created or manufactured by established brands and shall meet industry standards.
- C. All displays shall be flat panel LCD or LED technology and meet industry specifications for brightness and clarity in relation to the installed environment. All outdoor displays shall be clearly visible in direct sunlight. Displays should be as large as technically and physically possible, unless otherwise specified by the City. Mounts for all displays shall be high quality and ensure the safety of passengers.
- D. The system shall be designed and have the flexibility to support change, utilizing industry standard technologies.
- E. The system shall connect easily to other systems, such as airline host interface; be portable and scalable; and use industry standard language and interface standards language and tools.



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- F. The awarded Contractor shall work with each of the airlines operating at the Airport to ensure they have the ability to display pre-flight messages on the display units on a real-time basis.
- G. The system must be cost-effective, in that it requires minimal hardware and software overhead.
- H. The system must accommodate application and hardware growth. The database must be designed to extend through the FIDS field and lookup tables. Hardware must be expandable by adding additional memory, disk, or processors, as well as, by clustering multiple servers.
- I. The system and associated database must be easy to manage and support; therefore, providing a seamless solution for the Airport and its customers. The FIDS provider must provide remote support to minimize involvement of Airport's personnel.
- J. The system must be easy to learn (user-friendly) and use industry standard interfaces, including pop-up form windows, to minimize learning time. Any included page designer software must be delivered with templates, which can be modified in font, style color and graphics included.
- K. The maintenance of the system shall be covered under the contract as set forth in Section 3 of this RFP. The Contractor shall be responsible for warranty coordination and maintaining all equipment in the system.
- L. All software upgrades shall be provided to the Airport at no additional cost to the City for the duration of the Contract.
- M. When monitors reach 80 percent of their expected lifespan (based on manufacturer's estimates, normally stated in hours of use), the City may request replacement of monitors with models of current technology, or as approved by the City. If the request is made, Contractor shall provide the monitors and all required services including installation, testing and other services required to complete requested task. Contractor shall invoice the City at actual cost plus mark up (not to exceed 15%) as proposed in Section 10. The mark up percentage shall cover the cost of all services necessary to complete the task.
- N. Airport may issue task orders to Contractor to replace, relocate, upgrade, modify, remove, or add any equipment or hardware. Contractor shall invoice the Airport for completed task orders at actual cost plus the approved mark-up percentage proposed in Section 10. The mark up percentage shall cover the cost of all services necessary to complete the task.
- O. All networks, equipment and software and its location, layout or design are subject to change upon request and notification from LGB Contract Manager. Construction, changes to infrastructure or future improvements to the Airport may also cause the Airport to request for these changes as well.



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P. Equipment Delivery and Storage:

- i. The Contractor shall deliver all materials in manufacturer's packaging in undamaged conditions. Any damaged materials delivered to the Airport shall be replaced immediately at no additional cost to the City.
- ii. The Contractor shall store all materials in a secure, dry location(s). The Contractor shall protect all materials from damage and exposure to the elements until installed.

3.3 FIDS EQUIPMENT MAINTENANCE AND SERVICE

- A. The Contractor shall provide all maintenance service, which shall include 24 hours, 7 days a week hardware and software support and on-call emergency maintenance. Response time for on-site maintenance shall be within two hours of notification. The Contractor shall be responsible for removal of faulty software and re-installation of replacement software. The volume of service calls for the FIDS is estimated to average less than 10 per month, but may vary significantly depending on season, operational changes, or unforeseen events.
- B. The upgrade of all software shall be performed at no additional cost to the City during the length of this agreement.
- C. Upgrades shall include all version upgrades and patches.
- D. The City may request the Contractor to replace, relocate, upgrade, modify, remove, or add equipment and hardware. Contractor shall invoice the City at actual cost plus the approved mark-up percentage as proposed in the Cost Proposal, see Section 10. A map of current FIDS monitors is provided in **Exhibit A**. A list of FIDS equipment is provided in **Exhibit B**. The City Anticipates purchasing approximately \$150,000.00 per year in equipment and hardware; however, actual amounts may increase or decrease without notice.
- E. Contractor shall abide by all Airport rules and regulations in **Exhibit C**.
- F. The awarded Contractor shall contract directly with the City of Long Beach. Contractor shall work directly with the designated staff from the Airport (a Department of the City of Long Beach). The Airport intends to utilize in-house resources for reviews of submittals, test plans, and other oversight activity. No third party will be utilized to manage the contract.

4. SUBMITTAL INSTRUCTIONS

- 4.1 For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov by 4:00 PM (PST) on May 4, 2018. Responses to the questions will be posted on the City's website longbeach.gov/purchasing under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.



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4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

4.2 RFP Timeline (times indicated are Pacific Time)

<i>TASK</i>	<i>DATE/TIME</i>
Mandatory pre-proposal meeting/site walk	May 2, 2018 @ 10:30 AM
Deadline for submitting questions	May 4, 2018 by 4:00 PM
Answers to all questions submitted available	May 16, 2018 by 4:00 PM
Deadline for submission of proposals	May 23, 2018 by 11:00 AM
Evaluation period	May - June 2018
Selection of Contractor	On or about July 2018

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

4.2.1 Mandatory Pre-Proposal Meeting/Site Visit

A mandatory pre-proposal meeting is scheduled for May 2, 2018 at 10:30 AM (PST) at Long Beach Airport, Information Center, 4135 Donald Douglas Drive, Long Beach, CA 90808. The purpose of this conference is to explain the scope of the project, provide answers to questions regarding the RFP document, and to visit the site. It is recommended that Contractors bring a copy of the RFP document to this meeting, as limited copies will be available.

Public Parking is available at Lot B Parking Structure. Parking will **not** be validated.

RSVPs are not required, but helpful in determining the required City staff needed to assist at the conference. Please use the "RSVP" button on the PlanetBids site to RSVP prior to the pre-proposal conference.



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4.3 Method of Submission

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.

RFP cover page shall be signed in ink, scanned and included with narrative proposal in the electronic proposal submission.

Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

Technical support is available by phone at (818) 992-1771. A list of Frequently Asked Questions is also available by clicking on the red question mark icon for Support, located at the top-right corner once "Place eBid" has been selected and all terms and addenda have been acknowledged, as well as at the top-right corner of the "Bid Opportunities" tab.

- 4.4 Proposals must be received by 11:00 AM (PST) on May 23, 2018. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.



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- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal** - for each component that the proposer intends to bid on. **THE PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION.** The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together.**
- 4.11 **Proposal Response Format**

4.11.1 **Transmittal Letter (Section 1)**

A signed letter of transmittal of the proposal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work and a statement that the proposal is a firm and irrevocable offer for 180 days. The letter shall not exceed one page and shall be signed by a company officer.

Proposers are to provide a cover letter on company letterhead, which shall include the following:

- RFP title;
- Proposer's official address for the office responding to this RFP;
- Name, title, mailing address, e-mail address and telephone number of Proposer's authorized representative;
- Acknowledgement of receipt of all RFP addenda in the cover letter. Failure to acknowledge receipt of all addenda may render the proposal non-responsive and subject to rejection; and
- Signature of Proposer's authorized representative.



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4.11.2 **Table of Contents (Section 2)**

The Proposal Table of Contents should list the various sections included in the Proposal.

4.11.3 **Written Proposal Airport Flight Information Display System (Section 3)**

Contractors should submit a written proposal using the information noted herein. Contractors should present any attributes that the Contractor believes is unique to its team, making them especially qualified to perform the requested services for LGB. The Proposal should clearly demonstrate the Contractor's experience and qualifications to meet the requirements of the RFP. The Technical/Narrative proposal will address the approach or relevant information that demonstrates excellence and how the Contractor intends to surpass LGB's requirements in the delivery of the requested services.

Executive Summary

Provide an Executive Summary of the proposal that highlights important features, qualifications, and understanding of the goals, scope, and complexity of the projects. The Executive Summary should also include a brief statement of how the Proposer meets the minimum qualifications criteria as set forth in the RFP and why the Proposer is the best qualified to meet the challenges associated with this scope of services.

Key Personnel Experience and Qualifications

1. Personnel Experience: Provide evidence that Proposing Firm's staff has experience providing and maintaining a flight information display system.
2. Contractor shall submit references for the key personnel being proposed for this project. Experience must show where similar repair, maintenance and support services were provided similar to the type of services described in section 3 – Scope of Project.
3. LGB reserves the right to verify the training qualification/experience of proposed personnel. Training information of employees assigned to work on this contract shall include:
 - Name of Employee
 - Date of Training / Experience
 - Description of Training / Experience
 - Place of Training / Experience



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4. Personnel Qualifications: Please provide Key Personnel resumes that include:
 - Key personnel's name and position title;
 - Professional licenses or certifications, if any;
 - Employer name and address;
 - Length of employment;
 - Total number of years of experience;
 - Education;
 - Work history; and
 - Location of Employee.

Organization's Qualifications and Availability of Resources

1. Organization's Qualifications: Contractor shall provide the following:
 - Firm's summary background
 - Type of services offered and provided by the Proposer
2. Availability of Resources: LGB expects that the Contractor will be able to fill any necessary vacancy within five (5) business days upon notification by LGB. Contractor should demonstrate how they can accommodate these types of requests.

Understanding of Scope and Approach

1. System Operations and Maintenance: Provide a narrative of Proposer's previously accomplished approach(es) that efficiently and expeditiously maintained similar systems.
2. Technical Enhancements
 - Provide a narrative of how Contractor previously responded to and expeditiously accomplished new technical system enhancement work assigned under similar contracts.
 - Provide a narrative of how Contractor will efficiently respond to and expeditiously accomplish any new technical system enhancement work assigned as evidenced by past experience.
 - Proposed Transition Plan and Timeline: The Contractor is to provide a transition plan/process in narrative format from the current provider into the Proposer required services full time. The Contractor should include a timeline for the transition. Transition period will be 60 calendar days.



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4.11.4 Company Background and References (Section 4)

Organization's Experience: Provide evidence of Contractor's Qualifications and Experience of its three (3) most recent projects that are similar to the requirements of the RFP (preferably within the past five years.) The information should include:

- Project name and location;
- Services provided;
- Number of years the service was provided;
- Total Value;
- Contract number;
- Client Agency name and address; and
- Client contact name, title and telephone number.

Primary Contractor Information

Contractors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- Financial Stability: Contractors must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:
 - a) Financial Statement or Annual Report;
 - b) Business tax return;
 - c) Statement of income and related earnings;



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- d) Statement of Changes in financial position;
- e) Letter from the proposer's banking institution;
- f) Statement from a certified public accounting firm.

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. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

Subcontractor Information

Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

If "Yes", Contractor must:

- Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- Provide the same information for any subcontractors
- References as specified below must also be provided for any proposed 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.
- Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);



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- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

Business License

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.

For more information, go to:
www.longbeach.gov/finance/business_license.

4.12 Cost Proposal Response Format

Consistent with Section 4.10, Proposers shall keep the Cost Proposal separate from the Technical/Narrative Proposal.

Cost Proposal and Labor Rates: Contractor shall submit the required Cost Proposal and/or the all-inclusive Labor Rates as required in Section 10. LGB shall not reimburse any additional costs incurred (i.e. mobile phones, vehicles etc.) that are necessary to perform the scope of this contract, unless otherwise specified in this RFP or approved by the Airport Director in writing.

4.13 A responsive proposal will include the completed and executed in full by the Contractor of the following:

- Narrative/technical Proposal
- Cost Proposal
- **City of Long Beach Purchasing Forms** - each of the following required City of Long Beach Purchasing forms provided with this RFP must be completed and executed in full by the Contractor and provided in this section:
 - Attachment A – Compliance with the Terms and Conditions of the RFP, signed with any exceptions noted
 - Attachment C – Statement of Non-Collusion, signed and dated
 - Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated
 - Attachment E – Contractor's W-9 and completed Vendor Application Form
 - Attachment F – Secretary of State Registration. Contractors must be registered with the California Secretary of State prior to contract execution.



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Submission of Attachment F with the proposal is not mandatory; however, if the Contractor has already filed, it may be uploaded as a general attachment.

- Attachment G – Completed, signed and dated Equal Benefits Ordinance (EBO) Form.
- Attachment H – Small Business Enterprise (SBE) Goal Commitment Plan Form or documentation of Good Faith Effort (GFE)
- Any Addenda

5. PROPOSAL EVALUATION AND AWARD PROCESS

5.1 Upon conformance with the terms of this RFP and successful submission of all administrative requirements and forms, proposals shall be consistently evaluated based on the weighted evaluation criteria described in this Section.

Flight Information Display System (FIDS)	
Proposal Evaluation Criteria	Points
Experience in performance of comparable engagements; Expertise and availability of key personnel; Organization’s Qualifications	50
Organization structure; Availability of resources; Financial Capacity	20
Understanding of scope and approach; Demonstrated Competence	20
Reasonableness of Cost: Cost Proposal and Labor Rates	10
RFP Total Evaluation Weight	100

For the “Cost Proposal and Labor Rates” criteria above, proposals shall be awarded points based on the total proposed cost in comparison with other proposals. Labor hours, if any, shall be weighted and factored into the proposed base cost. The proposal with the lowest total weighted proposed cost shall be awarded the maximum score for this criteria.

The calculation for the scoring of reasonableness of cost is as follows:

(Lowest Proposal Amount / Cost Proposal Amount) x the Maximum Criteria Score = Points Awarded for Criteria Proposed Cost

5.2 Proposals shall be kept confidential until staff proposes to award a contract.

5.3 The City may also contact the references provided in response to Section 4.11.4; contact any Contractor to clarify any response; contact any current users of a Contractor’s services; solicit information from any available source concerning any



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aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.

- 5.4 The City reserves the right to request clarification of any proposal term from prospective Contractors.
- 5.5 The City may elect to conduct interview presentations if deemed necessary to further evaluate proposals and firms. The selection committee will convene to evaluate and discuss for purposes of developing pre-selection short lists of the top-ranked firms that meet the criteria in section 5.1. If interviews are to be held, firms from the short lists will be invited following the notice of pre-section short lists.
- 5.6 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.
- 5.7 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

6. **PROTEST PROCEDURES**

6.1 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.

6.2 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/default.asp>. 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



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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.

6.3 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 may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. 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.

6.4 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 by email or US Mail to the address provided in the protest. This decision shall be final.

6.5 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.

7. **PROJECT SPECIFICATIONS**

Refer to Section 3 - Scope of Services.

8. **WARRANTY/MAINTENANCE AND SERVICE**

Contractor shall provide all warranty and maintenance service as described in Section 3 of this RFP.

9. **COMPANY BACKGROUND AND REFERENCES**

Refer to Section 4.11.4.



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10. COST

Consistent with Section 4.10, the cost proposal is to be a separate document. Proposers must provide a breakdown of their proposed annual cost for FIDS base services. The proposed annual cost shall include all costs for providing FIDS system, including, but not limited to: software, licenses, support, networking, hosting, and maintaining all hardware and equipment.

Table 1.0 Annual Cost for FIDS BASE SERVICES	
Year 1: Monthly Maintenance \$ _____	x 10* months = \$ _____
Year 2: Monthly Maintenance \$ _____	x 12 months = \$ _____
Year 3: Monthly Maintenance \$ _____	x 12 months = \$ _____
Table 2.0 Miscellaneous Costs	
Integration with Visual Paging (amount shall include all hardware, including monitors, and software necessary for complete system):	\$ _____
On-site Server and installation:	\$ _____
Mobile Application Source Code:	\$ _____
*2-Month Transition Cost:	\$ _____
Total Tables 1 & 2:	\$ _____
Table 4.0 Maximum Mark-up Percentage	
Mark-up of hardware or equipment purchased, as requested and approved by the City, for additions, removals, replacements, relocation, upgrades, and modifications of FIDS equipment and hardware. Mark-up shall include cost of installation, testing and other services necessary for completion of work.	% _____ (Not to Exceed 15%)



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11. **BONDS**

11.1 Faithful Performance Bond

The successful proposer shall submit a Faithful Performance Bond for 100 percent of cost of bid. Successful Proposer shall only be required to submit bond if award is made and notice is given from the City. The cost of the bond shall be included in the bid, and in the successful bidder's invoice. The bond will be issued to the City Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7th Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City.

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in Section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

11.2 Notarial Acknowledgments Required with Bonds

Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgements. A Notarial Acknowledgement shall accompany each signature of each Principal and a Notarial Acknowledgement shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgements, whether the company is located inside or outside the State of California.

12. **ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part by various granting entities. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

12.2 Access to Contractor's Records – The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor



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which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

- 12.3 Americans with Disabilities Act – The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 (“ADA”), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland “Anti-Kickback” Act – The Awarded Contractor shall comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: “The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.” The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace – The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency – The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of



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California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

- 12.10 Environmental Legislation – The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).
- 12.13 National Preservation Acts – The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age



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Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.

- 12.15 Patent Rights – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.
- 12.16 Payments, Reports, Records, Retention and Enforcement – The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- 12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.



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13. TERMS, CONDITIONS AND EXCEPTIONS

- 13.1 This contract will be for a period of 36 months with two annual renewal options at the discretion of the City. The contract term will not exceed 60 months.
- 13.2 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.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 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.
- 13.6 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 prospective Contractors.
- 13.7 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 Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 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.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 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, Contractor or prospective Contractor.



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- 13.12 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.
- 13.13 Prices offered by Contractors 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.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after staff proposes an award to a Contractor unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor 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.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor 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 awarded Contractor's obligations.
- 13.17 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.
- 13.18 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.
- 13.19 Each Contractor 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 Contractor on the grounds of actual or apparent conflict of interest.



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- 13.20 Each Contractor 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 Contractor or in which the Contractor 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 Contractor'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.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor 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.
- 13.24 Contractor 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 Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 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.
- 13.26 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. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting



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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.

- 13.27 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.

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) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's 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 Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at 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 Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, 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.

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



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

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.* City makes no representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

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 contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

13.28 CALIFORNIA WAGE RATE REQUIREMENTS: 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. This project will be subject the 2018-1 prevailing wage 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, shall pay to all workers in the performance of the Work not less than the prevailing rate of wages needed to execute the contract. Copies of schedules of prevailing wage rates may be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. Bidders are directed to Section 7-2, "Labor," of the Standard Specifications, and to Division H, Subsection 7-2.2, "Prevailing Wages," for requirements concerning payment of prevailing wages, payroll records, and hours of labor. [California Labor Code Section 1773.2] [LBMC 2.87.120]

13.29 DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE: This project is a public work and 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



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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.

13.30 CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH: Each contractor and every lower-tier 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. Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software. This requirement will be a 'flow-down' requirement to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

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EXHIBIT “A-2”

Scope of Work



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1. OVERVIEW OF PROJECT

The City of Long Beach (City), as operator of the Long Beach Airport (Airport or LGB), is seeking qualified firms with demonstrated capabilities and experience to provide services and support for the Airport Flight Information Display System (FIDS) as defined herein under Section 3.0.

Contractors shall be able to expand their scope of work to include additional services, if it is determined to be necessary by the City. The City plans to award the contract to the most qualified, responsive and responsible firm whose proposal represents the Best Overall Value to the City based upon the evaluation criteria defined herein and as approved by the City. The selected Contractor must have successfully delivered systems at FAR Part-139 certificated Airport after January 1, 2009.

About Long Beach Airport

The Long Beach Airport (Airport) was established in 1923 and is the oldest municipal airport in California. Situated halfway between the major business and tourism areas of both Orange and Los Angeles Counties, the Airport covers approximately 1,166 acres and has three runways, the longest being 10,000 feet.

Opened in 1942, the historic terminal stands at the center of the Airport. The ground floor of the terminal houses airline ticket counters, a concession store and café area. The second floor serves as a waiting area where passengers and visitors can see aviation history through the historical items and articles on display.

Behind the terminal building is the passenger security screening checkpoint which leads directly into the passenger concourse ("concourse"). Opened in 2012, the concourse has 11 gates available and features a rooftop solar array, an atrium and garden walkway. The layout includes electronic displays at each Gate as well as other strategically placed locations that provide flight information and advertisements.

The Airport is largely an outdoor airport and operates with several outdoor baggage claim areas, two south of the terminal and one north of the terminal. The Meet & Greet plaza is located directly behind the terminal where passengers exit the concourse. These areas have several flight information display monitors. The Airport is a very active airport with four major passenger airlines, two major cargo carriers, a general aviation community and several Fixed Base Operators (FBOs) in operation with over 3.5 million commercial airline passengers passing through the Airport annually. The major airlines currently serving the Airport are; Delta Air Lines, JetBlue Airways, Southwest Airlines, and American Airlines along with two major Cargo Carriers, FedEx and UPS.



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The Airport also operates a webpage (www.lgb.org) and a mobile application (Go LGB airport) available for iOS and Android devices. The website and mobile application offer users real-time arrival and departure schedules, information on parking and concessions, and links to the Airport's site on social media networks.

Flight Information Display System Overview

The Contractor shall have the ability to work in this very dynamic environment and be willing to adapt to any changes due to the needs of many other on-going airport activities and airport improvement programs at the Airport. Specifically, the Airport is completing various improvements and upgrades to the passenger terminal area to enhance the level of service and support existing services for passengers and visitors to the Airport. The improvements are primarily focused on the pre-security areas of the Terminal facilities. Some of the improvements may require the installation of additional FIDS hardware/software in new locations throughout the Airport property. The operational environment at the Airport presents a unique set of challenges that do not exist in other typical commercial settings. For example, the Awarded Contractor and its subcontractors shall comply with and meet federal regulations and requirements, as well as, the Airport's security policies and standards. The Awarded Contractor and its subcontractors shall be responsible for all expenses incurred by the Airport for any violation and/or corrective action resulting from any non-compliance with Department of Homeland Security (DHS), Transportation Security Administration (TSA), or the Airport's rules and regulations. The Airport's Security Identification Display Area (SIDA) security badges are required by all Contractor staff and subcontractors to be able to work on airport property. The Contractor shall become knowledgeable of the Airport's badging requirements and all the potential costs associated with this process.

KEY REQUIREMENTS

- Prospective Proposers shall have experience in providing services similar to those requested herein which are further defined herein under Section 3.0.
- Proposers shall have qualified staff currently working for them or have the ability to hire and employ qualified staff to provide the services required by the Airport, as described in this RFP, within the prescribed time period for providing them.
- Proposer's primary staff resources shall be full-time permanent employees of the Proposer or hired and employed within a reasonable time after contract award, as specified, and must be equipped with properly identified company vehicles, if any. It is assumed that the experienced Proposer will have all tools and equipment necessary to complete the work under this Contract and no additional payment will be made for the use of tools or equipment required and utilized in performance of the work.
- Secondary on-call or as-needed subcontractor's staff shall be under contract and available for work with the successful Proposer within 30 days of contract award.



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- Proposers shall possess previous verifiable experience in providing similar services and support for a Flight Information Display System to an entity comparable or exceeding in size and complexity to the Airport.

The Awarded Contractor may be required to provide onsite personnel for maintenance and repair services as specified in this RFP. The term of awarded contract will be for three (3) years with the option for two (2) additional one year extensions, commencing on the date stated in the City's Notice to Proceed. The Contractor, Contractor's employees and Contractor's subcontractors working at the Airport under the contract will take direction for all services provided for in the contract from the Airport Operations Bureau Manager, and/or designee, referred to hereinafter as LGB Contract Manager.

2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

Awarded Contractor	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
City	The City of Long Beach and any department or agency identified herein.
Contractor	Organization/individual submitting a proposal in response to this RFP.
Department / Division	City of Long Beach, Long Beach Airport.
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.
FIDS/BIDS/GIDS	Flight Information Display System / Baggage Information Display System / Gate Information Display System.
May	Indicates something that is not mandatory but permissible.
Proposer	See "Contractor".
RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.



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- Should** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
- Subcontractor** Third party not directly employed by the Contractor who will provide services identified in this RFP.
- SSI** Sensitive Security Information: SSI is information that, if publicly released, would be detrimental to transportation security as defined by Federal regulation 49 C.F.R. part 1520. Although SSI is not classified information, there are specific procedures for recognizing, marking, protecting, safely sharing, and destroying SSI.

3. SCOPE OF PROJECT

3.1 FIDS - SYSTEM FUNCTIONALITY

The FIDS shall provide the following functionality:

- A. Provide management of flight schedules and data that automatically distributes information to flight, gate, and baggage information displays (FIDS, BIDS, and GIDS) throughout the terminal as indicated on drawings, provided in **Exhibit A. Locations, displays, and layouts are subject to change upon request and notice from LGB Contract Manager.**
- B. Provide easy-to-use client access capability to allow users, with the appropriate security rights, to update, change, and modify master and daily schedules and security access, and generally administer the operation of the system.
- C. Provide interface to generate and distribute current and accurate flight information to the Airport's existing Website.
- D. Provide a comprehensive visual paging system in which display devices can be utilized for the purpose of displaying visual paging information. The visual paging system will be easily accessible from the client's workstations. Provide an integrated solution to continuously monitor hardware, software application, system and database performance and availability.
- E. Provide an integrated automatic notification system to alert Operational, IT, or administrative personnel of any failure.
- F. Provide integrated fail-over recovery software that allows the FIDS to automatically resume normal operation on a redundant backup server if the primary server fails.
- G. Provide the capability to interface with gate management systems, public address systems (for automatic updates to the flight announcement function), visual paging system, websites, handheld wireless communication devices, or other systems as requested.



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- H. Awarded Contractor will be required to create source code for the mobile application (Go LGB airport). The mobile application shall be available on iOS and Android-based mobile devices. Mobile application shall allow end-users to search by flight number and access detailed real-time departure and arrival information. Awarded Contractor will be responsible for uploading information regarding parking, concessions, and links to Airport related sites (i.e. rental car, social media applications, etc.), or any other information may request, to the mobile application.
- I. Provide interface for receiving and displaying current and accurate flight information to our website. If interface for receiving flight information is not accurate, at any time, Airport may request Proposer to change interface at no additional cost to the Airport. Provide all hardware and support required to install all devices in neat and workman-like manner. All exposed wiring to the devices shall be limited to final connection points to the devices. Existing equipment will be maintained and used. Currently, all displays have location computers mounted on the back. Displays may have different orientations.
- J. Provide product integration with the Airport's existing audio-paging provider to facilitate one button emergency notifications throughout the airport, and in distinct locations.
- K. Provide product integration with the Airport's existing audio-paging to allow for visual paging capabilities for public emergency communication and other announcements on the FIDS displays.

3.2 FIDS - SYSTEM DESCRIPTION

The MUFIDS must include the following features:

- A. A hosted solution is acceptable. Airport may request the installation of an on-site server at any time during the contract period. Contractor shall utilize the existing network and equipment. Remote access to the FIDS may be allowed to the awarded contractor.
- B. All software and hardware shall be created or manufactured by established brands and shall meet industry standards.
- C. All displays shall be flat panel LCD or LED technology and meet industry specifications for brightness and clarity in relation to the installed environment. All outdoor displays shall be clearly visible in direct sunlight. Displays should be as large as technically and physically possible, unless otherwise specified by the City. Mounts for all displays shall be high quality and ensure the safety of passengers.
- D. The system shall be designed and have the flexibility to support change, utilizing industry standard technologies.
- E. The system shall connect easily to other systems, such as airline host interface; be portable and scalable; and use industry standard language and interface standards language and tools.



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- F. The awarded Contractor shall work with each of the airlines operating at the Airport to ensure they have the ability to display pre-flight messages on the display units on a real-time basis.
- G. The system must be cost-effective, in that it requires minimal hardware and software overhead.
- H. The system must accommodate application and hardware growth. The database must be designed to extend through the FIDS field and lookup tables. Hardware must be expandable by adding additional memory, disk, or processors, as well as, by clustering multiple servers.
- I. The system and associated database must be easy to manage and support; therefore, providing a seamless solution for the Airport and its customers. The FIDS provider must provide remote support to minimize involvement of Airport's personnel.
- J. The system must be easy to learn (user-friendly) and use industry standard interfaces, including pop-up form windows, to minimize learning time. Any included page designer software must be delivered with templates, which can be modified in font, style color and graphics included.
- K. The maintenance of the system shall be covered under the contract as set forth in Section 3 of this RFP. The Contractor shall be responsible for warranty coordination and maintaining all equipment in the system.
- L. All software upgrades shall be provided to the Airport at no additional cost to the City for the duration of the Contract.
- M. When monitors reach 80 percent of their expected lifespan (based on manufacturer's estimates, normally stated in hours of use), the City may request replacement of monitors with models of current technology, or as approved by the City. If the request is made, Contractor shall provide the monitors and all required services including installation, testing and other services required to complete requested task. Contractor shall invoice the City at actual cost plus mark up (not to exceed 15%) as proposed in Section 10. The mark up percentage shall cover the cost of all services necessary to complete the task.
- N. Airport may issue task orders to Contractor to replace, relocate, upgrade, modify, remove, or add any equipment or hardware. Contractor shall invoice the Airport for completed task orders at actual cost plus the approved mark-up percentage proposed in Section 10. The mark up percentage shall cover the cost of all services necessary to complete the task.
- O. All networks, equipment and software and its location, layout or design are subject to change upon request and notification from LGB Contract Manager. Construction, changes to infrastructure or future improvements to the Airport may also cause the Airport to request for these changes as well.



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P. Equipment Delivery and Storage:

- i. The Contractor shall deliver all materials in manufacturer's packaging in undamaged conditions. Any damaged materials delivered to the Airport shall be replaced immediately at no additional cost to the City.
- ii. The Contractor shall store all materials in a secure, dry location(s). The Contractor shall protect all materials from damage and exposure to the elements until installed.

3.3 FIDS EQUIPMENT MAINTENANCE AND SERVICE

- A. The Contractor shall provide all maintenance service, which shall include 24 hours, 7 days a week hardware and software support and on-call emergency maintenance. Response time for on-site maintenance shall be with-in two hours of notification. The Contractor shall be responsible for removal of faulty software and re-installation of replacement software. The volume of service calls for the FIDS is estimated to average less than 10 per month, but may vary significantly depending on season, operational changes, or unforeseen events.
- B. The upgrade of all software shall be performed at no additional cost to the City during the length of this agreement.
- C. Upgrades shall include all version upgrades and patches.
- D. The City may request the Contractor to replace, relocate, upgrade, modify, remove, or add equipment and hardware. Contractor shall invoice the City at actual cost plus the approved mark-up percentage as proposed in the Cost Proposal, see Section 10. A map of current FIDS monitors is provided in **Exhibit A**. A list of FIDS equipment is provided in **Exhibit B**. The City Anticipates purchasing approximately \$150,000.00 per year in equipment and hardware; however, actual amounts may increase or decrease without notice.
- E. Contractor shall abide by all Airport rules and regulations in **Exhibit C**.
- F. The awarded Contractor shall contract directly with the City of Long Beach. Contractor shall work directly with the designated staff from the Airport (a Department of the City of Long Beach). The Airport intends to utilize in-house resources for reviews of submittals, test plans, and other oversight activity. No third party will be utilized to manage the contract.

4. **SUBMITTAL INSTRUCTIONS**

- 4.1 For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov by 4:00 PM (PST) on May 4, 2018. Responses to the questions will be posted on the City's website longbeach.gov/purchasing under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

PROPOSAL TO PROVIDE

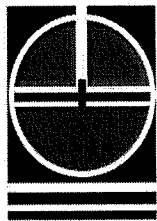
Airport Flight Information Display System

For

CITY OF LONG BEACH

Deliver to:

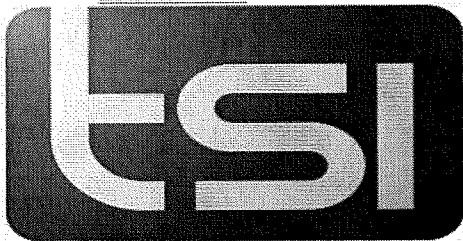
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DATA GEAR®
INDUSTRIAL DATA SOLUTIONS

Prepared by:

Lee Coffey
lcoffey@DataGear.com



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Website: www.DataGear.com

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SECTION 3 | WRITTEN PROPOSAL AIRPORT FLIGHT INFORMATION DISPLAY SYSTEM

WiFi Installation Port Of Oakland



DataGear Inc. is an Industrial Data Solutions company specializing in wireless network design, implementation and support in conjunction with data collection systems.

“Our expertise, experience, resources, and deep understanding of our customer’s needs and partnerships with manufacturers, allow us to deliver solutions that exceed the requirements our customers..” – Dave Kennedy, VP of operations

DataGear Inc. is a full-service Industrial Data Solutions company with nearly **two decades** of experience. DataGear provides its customers with a full spectrum of services, from design and consulting to installation and on-site support.

By providing comprehensive, single-source solutions, the City of Long Beach can have confidence in DataGear’s ability to provide the design, implementation, operation and maintenance of their Flight Information system for current and future requirements.

KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS

DataGear will commit the senior staff to administer the Airport display project. The senior executives identified have full authority to conduct business on behalf of DataGear. With the top-level personnel, DataGear will provide efficient decision making while providing the top-level experience to insure a smooth installation.

DataGear trusts in the ethic of teamwork and will apply this approach when working in collaboration with the City of Long Beach to maximize operational stability by coordinating help desk, problem management, and change management procedures.

The City of Long Beach Project Manager will be required to interact with DataGear's Project Manager and Project Administrator.

Curtis Reid and Lee M. Coffey will be the Project Managers. The DataGear Project Manager serves as the main contact for the City of Long Beach regarding the Display project. They are responsible for the complete commissioning of the software turn-over and compliance. Standard interactions include project-scheduling, deliveries, commissioning software system to meet client's needs, walk-through(s) to verify system compliance, resolves deficiencies etc. The Project Manager shall also work on-site coordinating the installation with the airport to support a smooth system integration that does not impact the day to day operations. Duties are performed from the DataGear office in Santa Ana, CA and on-site during the commissioning of the new system.

The Project Administrator is responsible for the contract, which includes the initial signing, amendments and change orders/directives as well as the legalities such as insurance, bonding, payment, etc.

The Software Technician(s) participate in the installation and configuration of the computers and in the software cut-over to the new TSI technology on-site.

The Software Design lead is the Technical System Analyst who participates in the installation and configuration of the computers and in the software cut-over to the new TSI technology. The Technical System Analyst plays a pivotal role in the final system testing.

NAME	TITLE	ROLE	EXPERIENCE
Curtis Reid	Chief Executive Office	Project Manager: Maintain a 'bird's eye' view upon the project to insure key milestones are achieved and the project accomplishes the client's goals. Project planning and control, software commissioning, final acceptance.	21 years
Lee Coffey	President	Project Manager / Hardware Maintenance TWIC	25 Years
Terri-Lynn Spock	Chief Financial Officer	Project Administrator: change orders, change directives, amendments, payment and legal documentation.	20 Years
Luqman Ahmed	Technician	Software Installation: Configure and install hardware	7 Years
Ernest Ontaviros	Technician	Hardware / Maint. TWIC	5 Years
Dan Larhman	Technician	Hardware / Maint TWIC	25 Years
Ian Pedrosa	Technician	Hardware / System Maint.	10 Years
Robert Anderson	Software Designer	Technical System Analyst: Configure and install hardware. Perform final system testing	8 Years

CURTIS REID

Chief Executive Officer, Terminal Systems International Inc.

SUMMARY

Curtis Reid has been employed by TSI since their incorporation in 1997. Mr. Reid was promoted to Chief Executive Officer in 2017. With twenty years of experience Mr. Reid has managed hundreds of FIDS integrations and is capable of adapting business resources to ensure the deployment success of the project. Mr. Reid has a great deal of experience with installation of networks, public information systems and development of large scale maintenance and support strategies.

WORK HISTORY

Mr. Reid is based out of the TSI's head office in Saskatoon, SK. and is actively involved with all aspects of TSI since the company's incorporation in 1997. His expertise lies in project management and information systems design. Mr. Reid has directed all aspects of multiple airport information display system projects.

Mr. Reid has been responsible for system design, and performing software implementation in co-ordination with ongoing facility operation and construction in over 50 airport projects. Some of the recent projects overseen by Mr. Reid include:

- Air Canada FIDS, North America
- Fort Wayne International Airport, Canada
- Manchester International Airport, USA
- Bellingham International Airport, Canada.

Lee M. Coffey

471 Blumont Street Laguna Beach, CA 92651 | 714-556-5055 | Lcoffey@DataGear.com

PERSONAL INFORMATION

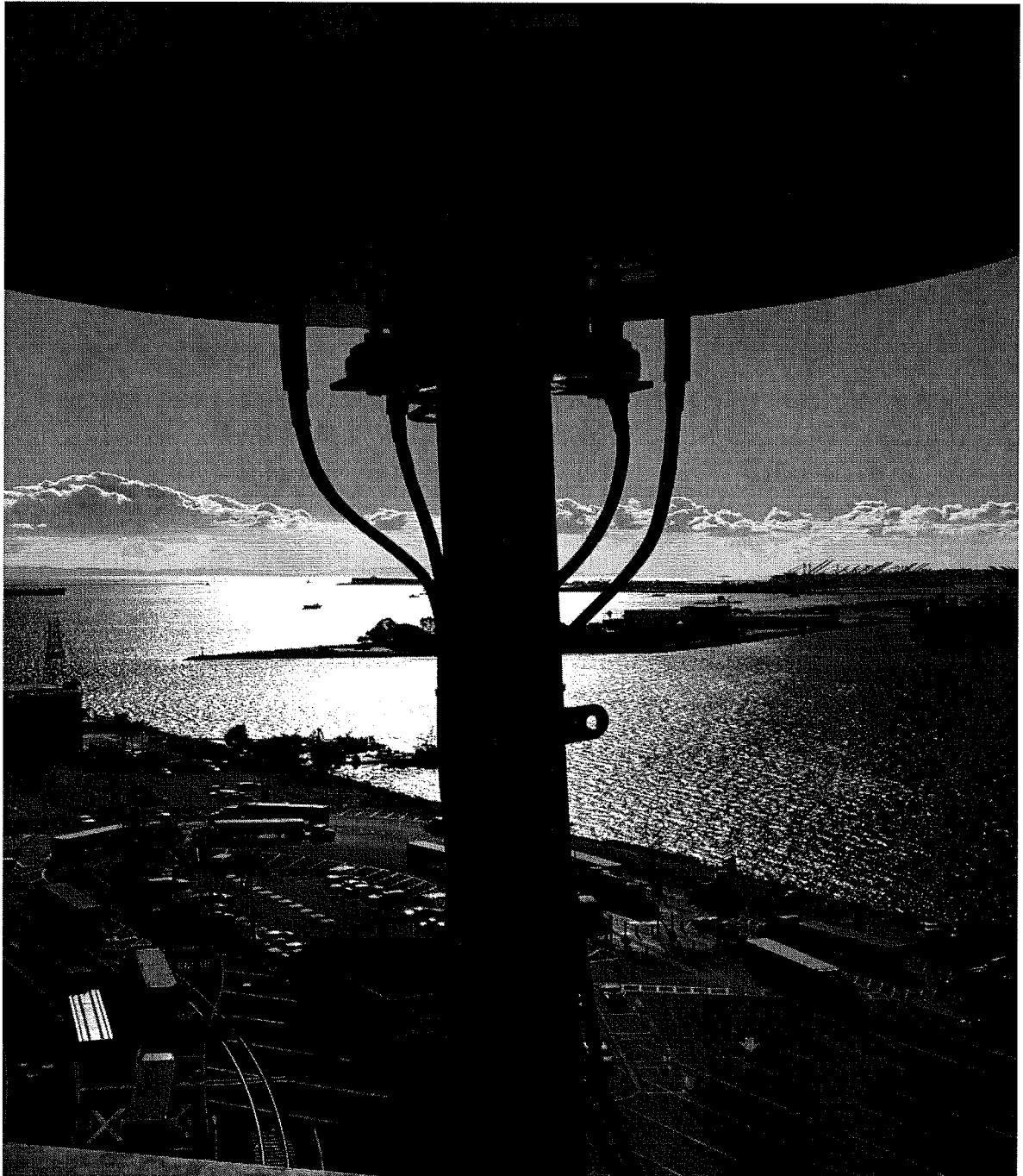
Born: September 30, 1962 in Pomona, CA | Citizenship: US | TWIC

WORK HISTORY

- JANUARY 1998 - **DATAGEAR, INC. – SANTA ANA, CA**
PRESIDENT & FOUNDER OF DATAGEAR
- APRIL 1992- DEC. 1997 **PEAK TECHNOLOGIES, INC. – TORRANCE, CA**
SERVICE DEPOT & SUPPORT MANAGER
- Responsible for all tech support activities in the Western US
 - Managed repair depot for Western US
- MAY 1985- JUNE 1992 **GROUP III ELECTRONICS-COSTA MESA, CA**
SR FIELD SERVICE ENGINEER
- On-site service at defense industry sites
- SEP 1981-MAY 1983 **HAMILTON AVNET ELECTRONICS COSTA MESA, CA**
SEMI-CONDUCTOR SALES ENGINEER
- Pre-sales support of chip sets in developing computer systems
- SEP 1981-MAY 1983 **D.H. MINI-COM**
FIELD SERVICE ENGINEER
- On-Site Service of Large Computer Systems
 - Pre-Installation Set up of Computer Systems

EDUCATION

SEPTEMBER 1979 **MT. SAN ANTONIO COLLEGE**



Service Call Top of Radio Tower POLB

Ser

Terry-Lynn Spock

Chief Financial Officer, Terminal Systems International Inc.

SUMMARY

Mrs. Terri-Lynn Spock has been employed for Terminal Systems International, Inc. since incorporation in 1997. She was a key executive in the incorporation of Terminal Systems International, building a strong diverse product line with quality care in project management, support and services. Mrs. Spock was promoted to Chief Financial Officer in 2017. She serves as the lead projects administrator for Terminal Systems International. Mrs. Spock has diverse experience in the business including administration, systems development, project deployment and general management.

WORK HISTORY

Terri-Lynn Spock is based out of the TSI head office in Saskatoon, SK. Mrs. Spock has been actively involved with all aspects of TSI. Her wide diversity of expertise lies in project management & administration, specializing in the airport industry. Mrs. Spock has administered and managed multiple airport flight information display system projects.

Projects Mrs. Spock has been responsible for project management and administration in dozens of airports. Some recent projects include:

- Air Canada FIDS, North America
- Fort Wayne International Airport, Canada
- Manchester International Airport, USA
- Bellingham International Airport, Canada.
- Regina International Airport
- Burlington International Airport
- Bismarck Municipal Airport

*Additional projects and details regarding their scope are available upon request.

LUQMAN AHMED

Software Technician, Terminal Systems International Inc.

SUMMARY

Mr. Luqman Ahmed has been employed for Terminal Systems International, Inc. for seven years as a Software Technician. He provides functional and technical support, troubleshooting and diagnosing hardware and software problems, including desktop, laptop, LAN, and remote systems.

Luqman Ahmed is based out of the TSI head office in Saskatoon, SK. Mr. Ahmed has been actively involved with most technical aspects of TSI's operations. His expertise lies in software installation & support.

WORK HISTORY

Mr. Ahmed assists in the installation and updating of software, as well as the setup and troubleshooting of system equipment. Duties include installation, configuration, monitoring and troubleshooting PC's and related hardware on all Windows platforms.

Mr. Ahmed is familiar with all aspects of the system and is responsible for the build and configuration of equipment. He has overseen the investigation and resolution of hardware and software issues both remotely and onsite.

Mr. Ahmed shall be responsible for providing second level support as a software technician in the future, so his participation is also necessary to insure that the TSI support team has an experienced and qualified technician familiar with the specifics of the installation. Projects Mr. Ahmed has been worked on:

- Fort Wayne International Airport
- Bellingham International Airport
- Burlington International Airport
- Abbotsford Airport
- Bismarck Airport
- Saskatoon International Airport

*Additional details regarding their scope are available upon request.

ROBERT ANDERSON

Technical System Analyst & Software Designer, Terminal Systems International Inc.

SUMMARY

Mr. Anderson has been employed at TSI for the past eight years. He is a Technical System Analyst and Software Designer with experience in designing, developing and supporting airport systems. Mr. Anderson provides a sophisticated level of server management knowledge. His role during the cutover shall be rooted in the management and configuration of the server. He will be essential in the functional testing and any configuration changes to the system. Mr. Anderson has over 18 years of experience in designing and maintaining mission critical fault tolerant server systems in both Linux and Windows environments.

WORK HISTORY

Mr. Anderson is the member of the design team and the Lead Developer for the AODB-FIDS Web Portal. He is actively involved in TSI's research and development of new products and services and participates frequently in software deployment and quality review of airport systems.

Mr. Anderson does have a support role at TSI and is available 24/7 for emergency technical support. His role is high level third tier support.

ORGANIZATION'S QUALIFICATIONS AND AVAILABILITY OF RESOURCES

DataGear is proposing a team of experienced personnel and ensure that the originally assigned technical and engineering staff remains available to the project for the entire duration. Any exceptions shall be coordinated with and approved by the City of Long Beach.

DataGear shall assign senior staff to be available for consultations, meetings, technical sessions/workshops and other activities. DataGear shall ensure continuity of communication with the City's team, system/application vendors and other relevant parties through DataGear coordination sessions and weekly implementation progress meetings.

DataGear shall provide weekly implementation progress reports to the Owner, clearly outlining both the quantifiable and milestone elements in relation to the project, including installation, configuration, implementation, cut-over, etc. The report shall form a previous week review and a two-week look-ahead plan.

All progress shall be reviewed against DataGear's published schedule, as coordinated with the City's representatives. DataGear will adhere to the change control process and procedures established with the City. DataGear will not affect any actions that may result in change to scope, schedule, quality and formally agreed upon design, unless formally instructed by the City of Long Beach.

Joint Command Center



UNDERSTANDING OF SCOPE AND APPROACH

It is the understanding of this proposal that our team shall be responsible for a seamless system transition to modern, adaptable and fully featured Flight Information Display System utilizing existing equipment and taking responsibility for the replacement, maintenance and repair of all system components.

Our team shall provide a complete software solution in a timely manner consisting of public arrivals/departures, web exports, flight maps, gate displays, baggage displays, operational displays, automated data and includes an integrated content management. Under normal operation the system will operate accurately without any intervention or input by airport or airline personnel.

The proposed solution shall utilize display computers and display equipment which are to be determined in future. The software is a leading-edge information management and display solution and capable of working with inexpensive computers such as the Raspberry Pi. It is flexible and expandable providing the capability for advertising or alternative media display and the simple addition of additional display units.

The system includes web enabled components for displaying information on the Airport Authority's website, Video Paging, automated weather, automated flight information, flight maps and web accessible airline/administrative inputs. The proposed solution utilizes a design maximizing system accuracy, uptime and minimizing maintenance requirements.

DataGear will have professional airport display graphic designers work with the Airport and Tenants to optimize the aesthetic of the system; such as screen displays for gates displays, baggage carousels, arrival, departure screens and web design with the Corporate Image.

We are partnering with Terminal Systems International, Inc. to provide the Flight Information Display System. Terminal Systems International brings twenty years of experience designing, developing, implementing and supporting airport IT systems with a focus on Flight Information Display Systems.

System Administrator Log: Post Installation Day 30

The City of Long Beach has entered into a relationship with a long term technology partner with decades of experience in the FIDS industry has changed day to day operations. Integration with direct airline data sources, FAA and an easily accessible browser based interface has greatly improved system accuracy. Customer service complaints are down and display computers don't need periodic restarting. Carousel and Gate assignments are generated

automatically. The airlines are pleased their flight information is automatically updated with accurate information. Their interaction with the system is limited as it seems to just run itself. Passenger satisfaction is up, cost of ownership is reduced and future flexibility and expansion of FIDS & Digital Advertising is affordable.

The installation was extraordinarily quick and painless without interrupting system operation. The cutover team had obviously done this many times before. They were thoroughly prepared for every contingency. The new templates are elegant, custom designed for Long Beach Airport. The information updates faster than even on many of the airline websites. The data comes directly from airline host systems, reservation systems, transponder tracking, FAA and has failover contingency plans for each airline. The data is corrected by an A.I. system which optimizes and sanitizes the data based on each individual flight and uses some fancy formula to prioritize data based on the most accurate source. The system supports data integration with both existing and future airport systems using standardized protocols and even has some flashy flight tracking maps.

One nice thing about this new system is the browser based system administration, yet the display application is not a browser based application. When the system reproduces the maps, it doesn't use Flash or unreliable display technology. Every computer is fully integrated as a FIDS and Content management controller, providing the flexibility to operate as advertising, FIDS, ticketing, map, visual paging, gate, baggage screen or any combination thereof. Compiled source code provides a display apparatus that is capable of operating across different operating system platforms and is customizable.

I haven't seen a single pop-up error on the screens, no frozen screens that stopped updating, or any errors. Every computer is online...and has been since installation. The TSI tech told me that the computers will likely reboot within the next 585 days, since it's unreasonable to expect the airports power will last that long without an outage. At first I didn't believe him, but when I checked with his references they confirmed the systems do not require maintenance or restarts. They weren't even sure when the last power outage was, but every FIDS computer had recovered without intervention.

I don't know what to compare them to, it's like a magic FIDS digital signage toaster...you plug it in and without any training everything works. The applications are not based off of any specific hardware platform, so I have the option of using inexpensive computers such as a Raspberry Pi or any other hardware platform. If there is a device malfunction, the system notifies the appropriate personnel immediately over phone applications, text messages or email.

TSI also has a 24/7/365 North American based help desk with a human being on the other end of the line, no waiting on hold or talking to a computer. They call it

a help desk, but it's actually a direct line to a system administrator, network specialist, software developer, graphic designer...a specialist for every need waiting on hold to provide whatever assistance I need. You'd think there would be additional charges depending on the service I need, but there isn't. Software updates and additional training is all included in the support agreement. I had an idea of something that might be useful and when I called TSI, they agreed to develop and integrate the feature into the system...at no cost. The system has tons of optional features for integrating with VOIP, audio paging, common use, aircraft docking, billing or any system I can think of. It's not surprising; the system has an integrated AODB.

Airlines, tenants and stakeholders all have access to a secure web based administration portal for managing information and compiling reports. It does everything you would expect it to do and more.

I really like the Content Management web administration. It's perfect, simple to use and people responsible for driving content never have any questions. They changed the screen templates, so I know they're using it. I saw they scheduled a "Happy 40th Anniversary Mom and Dad, Enjoy Hawaii!!" on flight UA5496 in the hold room this afternoon, a "Welcome Home" banner on all the FIDS for our troops and some ads in the baggage area welcoming home our victorious Senators. I asked them about their plan to change the look and feel of the system with the rebranding. I suggested we sit down and map out our ideas with the screen designer. Marketing told me it wasn't necessary, they weren't going to require IT, they'd called support and TSI's staff had built and returned all the requested changes within an hour at no charge. TSI even provided several alternative mock-ups for consideration.

Administration doesn't ask me for reports on Key Performance Indicators anymore. On-Time percentages, schedules, seat capacity, projected passenger volumes are distributed by email on schedule, or available on the web form. Life has been quiet almost boring lately. I am not sure what I am supposed to do with the free time.
-END LOG-

TSI takes responsibility for all aspects of our FIDS with the confidence and expertise of a corporation that has spent 20 years designing, implementing and supporting FIDS and airport IT systems. They have consideration for all aspects of the airport operation and stakeholders within the facility it serves. From the selection of data sources for each airline, the reliability of the components, to the integration of additional airport IT systems. TSI shall take a proactive role in increasing customer satisfaction, capitalizing on revenue generation opportunities, reducing cost of ownership and guiding Long Beach Airport in a long term IT strategy, without any surprise costs.

COMPLIANCE MATRICES

Reference Paragraph	Part B – Flight Information Display System (FIDS) Scope of Work	Compliant, Non-Compliant, Partial Compliant	Comments
Section 3.19 FIDS System Functionality			
3.19 A	Provide management of flight schedules and data that automatically distribute it to flight, gate, and baggage information displays (FIDS, BIDS, and GIDS) throughout the terminal as shown in Exhibit C .	Compliant	
3.19 B	Provide easy-to-use client access capability to allow users, with the appropriate security rights, to update, change, and modify master and daily schedules and security access, and generally administer the operation of the system.	Compliant	
3.19 C	Provide interface to generate and distribute current and accurate flight information to the Airport's existing Website.	Compliant	
3.19 D	Provide visual paging that is easily accessible from the client's workstations.	Compliant	
3.19 E	Provide a comprehensive visual paging system in which display devices can be utilized for the purpose of displaying visual paging information. Additionally, the paging system shall include an audio paging element or capability to integrate with an existing audio paging system.	Compliant	
3.19 F	Provide a complete Interactive Voice Response system if requested, that allows anyone calling the airport from a touchtone phone to retrieve current and accurate flight information.	Compliant	
3.19 G	Provide an integrated solution to continuously monitor hardware, software application, system and database performance and availability.	Compliant	

Reference Paragraph	Part B – Flight Information Display System (FIDS) Scope of Work	Compliant, Non-Compliant, Partial Compliant	Comments
3.19 H	Provide an integrated automatic notification system to alert Operational, IT, or administrative personnel of any failure.	Compliant	
3.19 I	Provide integrated fail-over recovery software that allows the FIDS to automatically resume normal operation on a redundant backup server if the primary server fails.	Compliant	
3.19 J	Provide a fully integrated video scheduling system to display full-motion advertising videos on flat panel displays and video monitors.	Compliant	
3.19 K	Provide the capability to interface with gate management systems, public address systems (for automatic updates to the flight announcement function), visual paging system, websites, handheld wireless communication devices, or other systems as requested.	Compliant	
3.19 L	Provide visual paging that is easily accessible from the client workstations.	Compliant	
3.19 M	Provide interface for receiving and displaying current and accurate flight information to our website and mobile application. System should enable LGB’s mobile application on iOS and Android-based mobile devices to search by flight number, access detailed real-time departure and arrival information.	Compliant	
3.19 N	Provide all hardware and support required to install all devices in neat and workman-like manner. All exposed wiring to the devices shall be limited to final connection points to the devices.	Compliant	
3.19 O	Provide product integration with the Airport’s existing audio-paging provider to facilitate one button	Compliant	

Reference Paragraph	Part B – Flight Information Display System (FIDS) Scope of Work	Compliant, Non-Compliant, Partial Compliant	Comments
	emergency notifications throughout the airport, and in distinct locations.		
3.19 P	Provide product integration with the Airport exists audio-paging to allow for visual paging capabilities for public emergency communication and other announcements on the FIDS displays.	Compliant	
Section 3.20 FIDS System Description			
3.20 A	An onsite server is preferred, but a hosted solution is also possible if it is found to be more beneficial to the Airport.	Compliant	On site servers shall be utilized. Option to migrate to hosted solution in the future at client discretion.
3.20 B	All software and hardware shall be created or manufactured by established brands and shall meet industry standards.	Compliant	
3.20 C	<p>All displays shall be flat panel LCD or LED technology and meet industry specifications for brightness and clarity in relation to the installed environment.</p> <p>All outdoor displays shall be clearly visible in direct sunlight. Displays should be as large as technically and physically possible, unless otherwise specified by the City. Mounts for all displays shall be high quality and ensure the safety of passengers.</p>	Compliant	
3.20 D	The system shall be designed and have the flexibility to support change, including multimedia advertising display, utilizing industry standard technologies.	Compliant	
3.20 E	The system shall connect easily to other systems, such as airline host interface; be portable and scalable; and use industry standard language	Compliant	

Reference Paragraph	Part B – Flight Information Display System (FIDS) Scope of Work	Compliant, Non-Compliant, Partial Compliant	Comments
	and interface standards language and tools.		
3.20 F	The selected Contractor shall work with each of the airlines operating at the Airport to ensure the latter have the ability to display pre-flight messages on the display units on a real-time basis.	Compliant	
3.20 G	The system must be cost-effective, in that it requires minimal hardware and software overhead.	Compliant	
3.20 H	The system must accommodate application and hardware growth. The database must be designed to extend through the FIDS field and lookup tables. Hardware must be expandable by adding additional memory, disk, or processors, as well as, by clustering multiple servers.	Compliant	
3.20 I	The system and associated database must be easy to manage and support; therefore, providing a seamless solution for the Airport and its customers. The FIDS provider must provide remote support to minimize involvement of Airport's personnel.	Compliant	
3.20 J	The system must be easy to learn (user-friendly) and use industry standard interfaces, including pop-up form windows, to minimize learning time. Any included page designer software must be delivered with templates, which can be modified in font, style color and graphics included.	Compliant	
3.20 K	The maintenance of the system shall be covered under the contract as set forth in Section 3.23 of this RFP. The Contractor shall be responsible for warranty coordination and maintaining all equipment in the system.	Compliant	

Reference Paragraph	Part B – Flight Information Display System (FIDS) Scope of Work	Compliant, Non-Compliant, Partial Compliant	Comments
3.20 L	All software upgrades shall be provided to the Airport at no additional cost to the City for the duration of the Contract.	Compliant	
3.20 M	Once monitors reach 80 percent of their expected lifespan (based on manufacturer’s estimates, normally stated in hours of use), the City may request for monitors to be replaced with models of then current technology, or as approved by the City. If the request is made, Contractor shall provide the monitors and all required services including installation, testing and other services required to complete requested task. Contractor shall invoice the City at actual cost plus mark up as proposed in Section 10. The mark up percentage shall cover the cost of all services necessary to complete the task.	Compliant	
3.20 N	The City may issue task orders to Contractor to replace, relocate, upgrade, modify, remove, or add any equipment or hardware. Contractor shall invoice the City all completed task orders at actual cost plus the approved mark-up percentage proposed in Section 10. The mark up percentage shall cover the cost of all services necessary to complete the task.	Compliant	
3.20 O	The selected Contractor must have successfully delivered systems at FAR Part-139 certificated Airport after January 1, 2009.	Compliant	
3.20 P	Equipment Delivery and Storage: 1. The Contractor shall deliver all materials in manufacturer’s packaging in undamaged conditions. Any damaged materials delivered to	Compliant	

Reference Paragraph	Part B – Flight Information Display System (FIDS) Scope of Work	Compliant, Non-Compliant, Partial Compliant	Comments
	<p>the Airport shall be replaced immediately at no additional cost to the City.</p> <p>2. The Contractor shall store all materials in a secure, dry location(s). The Contractor shall protect all materials from damage and exposure to the elements until installed.</p>		
3.21 FIDS Equipment Maintenance and Service			
3.21 A	<p>The Contractor shall provide all maintenance service, which shall include 24 hours, 7 days a week hardware and software support; replacement of damaged, malfunctioning, or out-of-date equipment when requested by the City; on-call emergency maintenance and overnight replacement. The Contractor shall be responsible for removal of faulty equipment and re-installation of replacement equipment. The City may repair, replace, or install equipment through City staff or other Contractors.</p>	Compliant	
3.21 B	<p>The upgrade of all software and hardware shall be performed at no additional cost to the City during the length of this agreement.</p>	Compliant	
3.21 C	<p>Upgrades shall include all version upgrades and patches.</p>	Compliant	
3.21 D	<p>The City may request the Contractor to replace, relocate, upgrade, modify, remove, or add equipment, hardware, and software. Contractor shall invoice the City at actual cost plus the approved mark-up percentage as proposed in Section 10. A map of current FIDS monitors is provided in Exhibit C. A list of FIDS equipment is provided in Exhibit D.</p>	Compliant	
3.21 E	<p>Contractor shall abide by all Airport</p>	Compliant	

Reference Paragraph	Part B – Flight Information Display System (FIDS) Scope of Work	Compliant, Non-Compliant, Partial Compliant	Comments
	rules and regulations in Exhibit E .		

FUNCTIONALITY HIGHLIGHTS

The proposed FIDS system allows for the management flight, gate, baggage, weather displays and advertising displays through a powerful web interface. The system adheres to a design philosophy of being able to display anything anywhere, anytime. The system provides an intuitive interface for managing and changing the display role of any device.

Management and Configuration: web browser

The FIDS Web Portal interface provides users with an easy method of manually updating data in the event a need to override the automated data. Reliability, speed and function are the core objectives of this application.

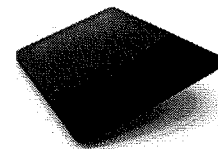


The system allows for instant real-time access to flight information or statistical analysis. The FIDS web interface provides airlines, administrators, tenants, and any authorized personnel rapid access to the information and tools they need for decision making.

The interface changes dynamically based on the login credentials restricting a user to only allowed functions and data. The system supports tablet style PC's such as iPADS so as to give Duty Managers real time system access when performing their job functions.

Secure Smartphone/Tablet PC support

The TSI FIDS support touch screen tablet PC interface to allow airlines, duty managers, taxi drivers or anyone who may want real time access to Flight Information, reports or statistical analysis secure access to the system. This component of the system is critical to meeting one of the key design elements of anything, anywhere, anytime.



Airport Staff, Duty managers and Airlines needs require the ability to make changes away from their input station. It is important that any web enabled device empower authorized users to do so securely.

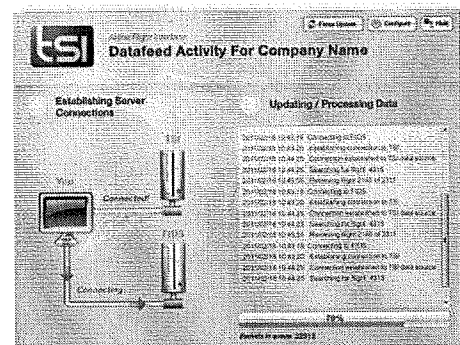
Access Control and Logging

The proposed FIDS system has user-configurable security levels for individual users. Each user is assigned one or several sets of credentials and security levels, as appropriate. The credentials dictate the functions and content within the system each user has access to. All connections to the system are HTTPS. In addition to encrypted communications the system supports two step authentications via email and lock-out (account suspension).

Any changes made within the system by individual users or automated data sources are logged and categorized within a searchable dataset for review.

Automated Flight/Schedule Updates

It is the expectation of this proposal that the FIDS system shall be delivered as a fully automated system with automated schedule creation and real time flight updates. TSI shall provide a software solution which intelligently manages the myriad of input sources available for each flight and appropriately assigning the best data available. The system supports all industry standard data providers, and utilizes a variety of sources as appropriate incorporating direct updates from airline carriers combined with 3rd party aggregators to provide to most accurate information possible.

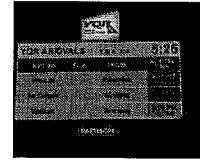


TSI shall provide interface support to all airlines currently operating at the airport. Any airlines which do not currently offer direct data sources shall be integrated when they do become available at no additional cost to the airport. The proposed FID System is capable of accepting data feeds from the following sources:

1. **Automated Flight Data** - TSI is provisioning a data feed to support all existing and future airline operations at the airport. The system is capable of receiving, parsing, and interpreting the data to automatically update the database records based on the priority of the data source for each carriers flight.
2. **Airline Host Systems** – The FIDS System has full capability to accept data feeds from dedicated airlines host systems. The FID System has the capability to capture, parse, and convert un-buffered data from airline host systems into the proper data types to create and update the database fields. Data from the host systems can be accepted through Ethernet, serial or any standard communication method.
3. **Local Data Input** – The tenant airlines shall be able to develop and maintain flight schedules using the FIDS Web Portal accessible via the internet.

Network Driven Displays

TSI has a great deal of experience integrating LED boards, from large scale message centers used for Cell Phone Parking lots, Baggage LED's, Ticketing LED's or LED directional signage. TSI will support the existing LED boards if desired or integrate new LED's as desired.



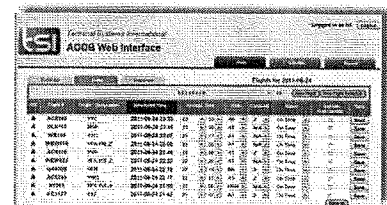
Screen Template Designer

The template designer is a powerful tool allowing for the creation of any display type and driving real time content to the displays. The system is capable of generating any display types such as:

- Ramp Displays
- Gate Display
- Baggage Displays
- Arrival Displays
- Departure Displays
- Ticketing Displays
- Operational Displays
- Advertising Displays
- Visual Paging Displays
- Touchscreen Information/Wayfinding Displays
- Video Walls
- Please see attached sample screen designs for some display examples made with the screen designer.

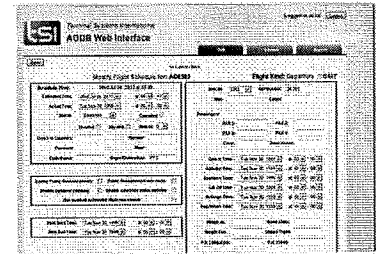
Last Minute Changes - Edit Flight Status

The system allows users to quickly view and edit Flight Status, overriding data feed updates. It is possible to edit multiple flights simultaneously. The edit page is customizable and editable columns of data can be easily added or removed. This gives users a flexible interface with customization options to have access to the information most pertinent to them.



Edit Flight Status Details

A flight status detail window is available to users by selecting the appropriate flight. This window provides additional information which may not have been included in the multi-flight view and edit window and includes control for public announcements.

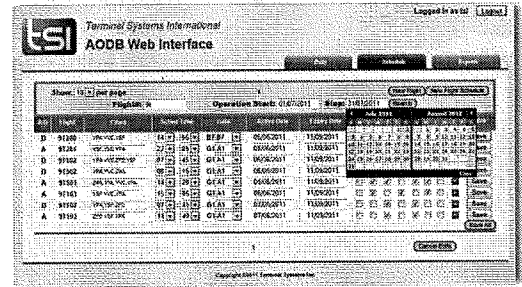


Fields in the flight creation window can be catered by preference; so it is possible to add any field in the AODB-FIDS server to this window.

View/Edit Schedule

*Filter by Date,
Carrier, Flight# or
Date Range*

TSI shall automatically generate and update the flight schedule with current status information while maintaining the ability for Airlines to login and view/modify existing schedule data.



Airlines can quickly view their schedule based on filtered search criteria, singling out a specific date range, carrier specific (as security access allows) or a specific flight number.

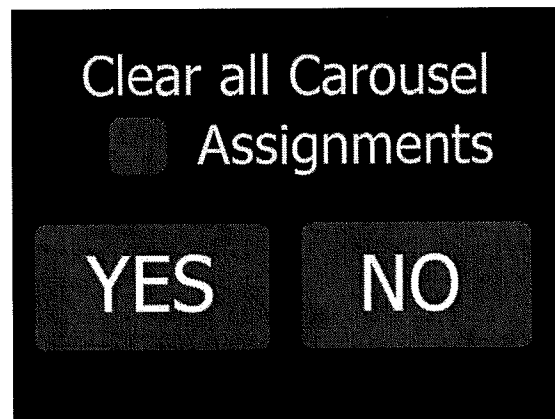
Baggage Assignments

The system allows the easy assignment of baggage carousels via the browser based user interface or through rugged touch panels deployed in baggage makeup areas for personnel to quickly make carousel assignments and announcements such as first or last bag. An easy to use intuitive touch interface allows users to touch a flight to assign it to a carousel, clear carousels or assign first bag/last bag.

Airline	Flight #	Actual Time	Origin	Carousel
DL	5091	22:01	DTW	1
B6	234	23:22	JFK	6
DL	5091	22:01	DTW	1
B6	234	23:22	JFK	6
DL	5091	22:01	DTW	1
B6	234	23:22	JFK	6

5

23:43



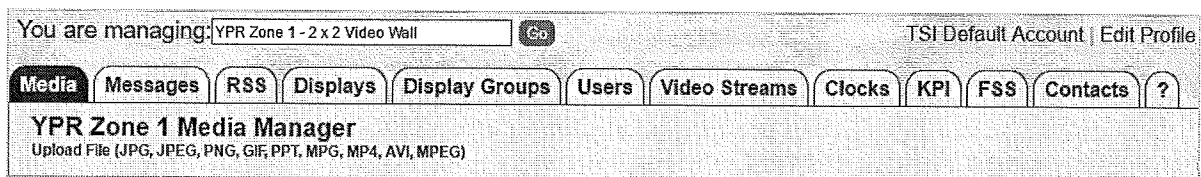
Media & Advertising

The proposed FIDS solution fully supports integrated media management and content scheduling. Users can design dedicated advertising displays or hybrid FIDS/advertising displays with the screen designer and easily and quickly manage media via a secure Web Portal. The advertising/media Web Portal makes the media management tool accessible from any online windows computer. User access parameters are controlled and are limited to the functions as set by the FIDS System Administrator.

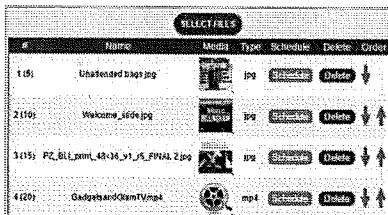


The Media Management Utility allows communications managers to have rapid access to media (graphics, videos) playlists and schedules, custom messages, RSS feeds, display management, display groups, dedicated Media users management, live video streams, key performance indicator dashboards and system monitoring displays.

Media Management



All displays can be configured to support media content as unique displays or as display groups. It is possible to have displays be members of multiple groups and share master content while still having a unique local playlist. Media can be integrated into Flight, Gate, and Baggage, Ticketing Information Displays or full time advertising/media display. The display can alternate between flight information and media or have a dedicated area to display media content full time.



Media schedules can be made by easily dragging and dropping content into the playlist or selecting files to upload. Sorting content is easily done by using the ordering tools, previewing content can be done by clicking on the thumbnails.

Each schedule entry can be uniquely configured for playtimes within specific hours of the day, days of the week, date range, frequency and how long to display. Default playback parameters are configurable for all



new approved content without needing to modify the schedule.

RSS feeds are easily added, activated or deactivated and assigned to the appropriate display or display group. TSI will take a thoughtful approach to the effective integration of media in template design. TSI has successfully integrated media with flight information.

The proposed system includes support for JPG, JPEG, PNG, GIF, PPT, MPG, MP4, AVI, MPEG and web pages (based on hardware compatibility).

Clean, Modern Display Design

The proposed system supports full HD quality pictures, videos and modern thoughtful template designs. **The proposed FIDS solution includes professionally designed screen templates for each display type as applicable as a component of this proposal.**

Template design is accomplished in with professional graphic art/design combined with client consultation. The method has proven to produce optimal display layouts with a professional aesthetic. TSI will consult with the Airport in regard to page content and layouts.

Airline	Flight	Actual	Arriving From	Gate	Status
AC	1121	9:31AM	Toronto	4	Early
WS	3275	10:02AM	Winnipeg	6	Tardy
WS	456	10:30AM	Calgary	8	On Time
WS	3226	10:53AM	Edmonton	6	Tardy
WS	321	11:30AM	Toronto	5	Early
WS	3192	11:52AM	Calgary	7	On Time
AC	1111	12:05PM	Saskatoon	6	On Time
AC	1111	12:05PM	Saskatoon	6	On Time
WS	680	12:33PM	Vancouver	8	On Time
AC	8504	1:04PM	Calgary	3	On Time

TSI will provide the professional graphic design for the templates in the proposed solution. If preferred, TSI can easily work with the Airport's internal graphic designer.

There are no additional charges for the design and development of the systems display templates. The system also includes a screen designer for the airports internal use.

The increase in passenger traffic and ever increasing need for efficient use of airport resources has motivated TSI to invest in studies regarding the time required to find their information on a flight information display screen as well as follow up testing to examine the retention of data. TSI has found that simple changes to layout can decrease time required to find relevant information and retain relevant information by 30 to 60 percent. Traditional design presumes a significant number of passengers know their flight number, but it was found that only 53% believe they know their flight number, and a significant number of those individuals gave the incorrect flight number when asked.

The screenshot shows a digital departures board for Saskatoon Airport. At the top, it says 'DEPARTURES' and 'skyline Saskatoon Airport'. A prominent feature is a 'Security Wait Time' of 4 minutes, indicated by a clock icon. Below this is a table of flight information:

Airline	Flight	Actual	Destination	Gate	Status	Weather
AC	8292	0:55AM	Winnipeg	1A	On Time	7°C ☁
AC	1122	10:20AM	Toronto	4	On Time	14°C ☁
AC	8581	10:25AM	Calgary	2	On Time	12°C ☁
WS	3275	10:40AM	Edmonton	6	On Time	12°C ☁
WS	449	11:10AM	Calgary	8	On Time	12°C ☁
WS	3193	12:30PM	Calgary	7	On Time	12°C ☁
WS	322	12:35PM	Toronto	5	On Time	14°C ☁
WEW	502	1:00PM	Prince Albert	1A	On Time	2°C ☁
WS	3211	1:00PM	Edmonton	6	On Time	12°C ☁
WS	887	1:25PM	Vancouver	8	On Time	13°C ☁
AC	8587	1:50PM	Calgary	3	On Time	12°C ☁

TSI has taken a thoughtful approach to the design of screens, organizing data in order of the most commonly and accurate information known to a passenger. This has created a noticeable decrease in the reading time of FIDS screens and an increase in the retention of data. Passengers who travel infrequently have to check FIDS screens more often, and better retention of data reduces passenger anxiety. The use of Graphics for Gates, carousels and significant facility points also greatly increase data retention.

Though the system includes an integrated screen designer it is the intent of TSI to cooperate and professionally design Screen Design templates for each display location and airline as applicable as a component of this proposal. Please reference Attachment A – Sample Screen Designs for examples.

Simple and Easy to Use

The system is extremely intuitive and easy to use. Information is laid out clearly and quickly editable. User training usually takes minutes and is often accomplished using short instructional videos and without the need for formal instruction.

Upon account creation the system dynamically modifies the user to accommodate the limits of user permissions. This reduces any clutter or confusion and allows a user to rapidly focus on their intended role. Thus an airline with limited account permissions logging into the system will immediately

see a restricted list of their flights and have the options to adjust content limited to their immediately within the flight list.

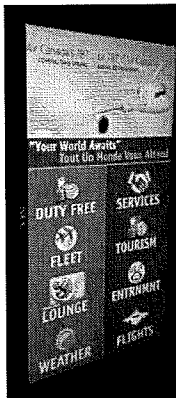
Easily Expandable - Deployment Maturity

TSI's flight information display system is an easily expandable modular platform. A freshly installed display controller or failed unit requiring replacement requires a simple hardware swap. The system is designed to be as simple to maintain as possible. The new system will automatically register with the server and await instruction. When an administrator assigns a display template to the device it will automatically begin displaying live content appropriate for its flight information/advertising role as appropriate.

The plug and play device management allows for the airport to maintain spares and easily deploy new devices. However the primary impediment to deploying new devices is often a bureaucratic one. The proposed system is a universal site license for the entire airport campus allowing the Airport Authority to deploy and configure new devices without issuing a purchase order.

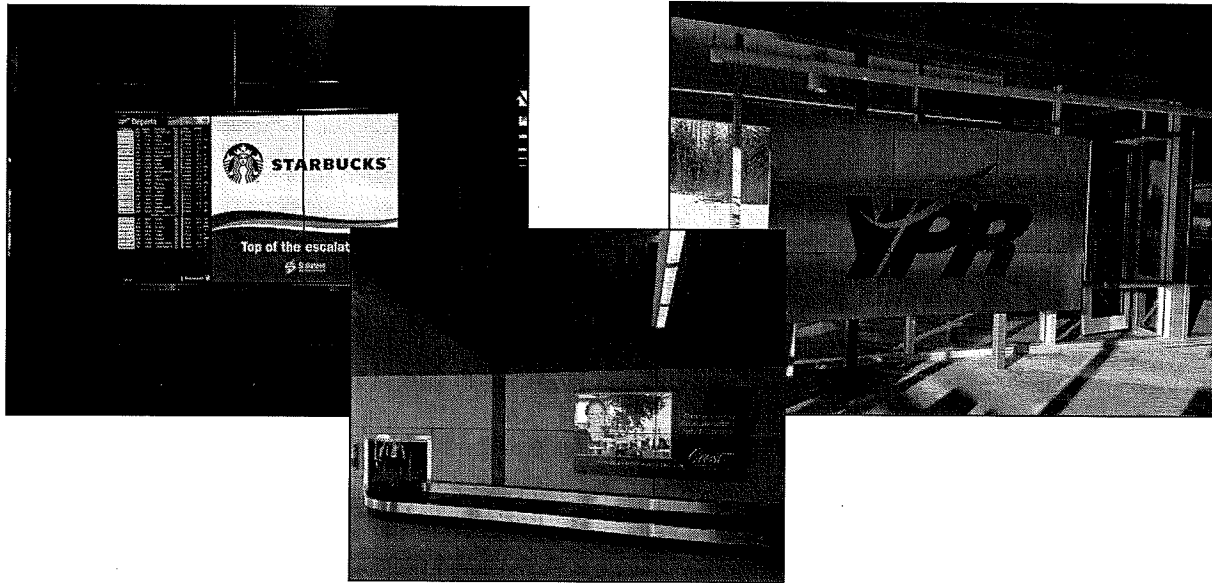
Both the system and TSI's business model are designed to enable the airport to start with what is needed today and maintain the ability to easily expand at later dates with the assurance of full seamless systems integration and without the threat of looming cost increases.

Support Multiple Display Types



In addition to supporting network driven display devices such as LED's (please reference section 2.5.3 Network Driven Displays) and modern LCD's (including ultra high definition displays) the system also supports a myriad of other display devices such as informative touch screens from as simple as touch a flight for wayfinding to the appropriate gate to a complex airport information station. It is possible to configure any display as a touch screen and configure conditional responses triggering additional content as appropriate.

The proposed solution fully supports common display formats as well as custom configurations such as internal LEDs as well as external LED message boards (such as a cell phone parking lot).



Warranty

TSI has an established maintenance service and related technical assistance help desk to provide 24/7/365 technical support. The maintenance staffs are qualified technical personnel able and available to perform FIDS maintenance. Terminal Systems International shall provide 24-hour technical phone support seven days a week every day of the year with guaranteed two-hour response time. A FIDS technician is always on duty. There is no automated paging system or computer system to answer a phone. TSI believes that there should always be a human being to answer the phone and address client's needs.

During the support period Terminal Systems International, Inc. will provide regular software updates incorporating new features recommended by our clients and developed by our design teams. Updates shall be provided at no additional cost ensuring a state of the art system for years to come which shall remain compatible with emerging technologies.

Software updates are included as a component of the maintenance contract and are provided at no additional cost. Terminal Systems International, Inc. works with suppliers to test new technologies with our applications, prior to introducing them to our clients. TSI also monitors and tests service pack updates, and software revisions of third party products working in tandem with TSI's systems.

Please reference attached data and contract agreements submitted in attachment 1.

Hardware

It is the understanding of this proposal that TSI shall provide IT expertise in the deployment and training of FIDS commercially available equipment obtained

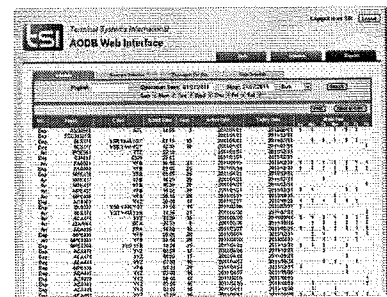
directly by the airport. It is anticipated that TSI will provide expertise and advice in recommendation of equipment specifications to acquire the best dollar cost value for the airports requirements.

The proposed FIDS system is compatible with all standards off the shelf equipment. The current FIDS display executable is a 3rd generation product and supports all major operating systems including Linux, Windows and Rasbian. This allows the airport to utilize existing computers and replace with units as inexpensive as a Raspberry Pi or alternative display appliance.

System Reporting

System reports are created (access provided to authorized users only) to generate the reports via the internet or a Local Area Network (LAN) terminal. All information is tracked and logged for billing, reporting and/or statistical analyses.

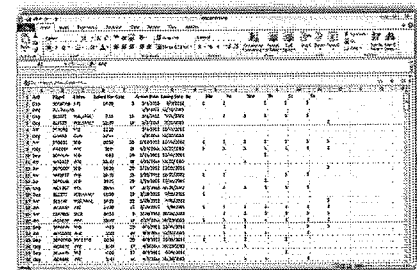
This information can be used to qualify expanding airline facility requirements, comparative billing model analysis and in performing long term facility planning. Statistical Analyses is integral to the system, and any manner of reports can be created using integrated reporting tools or optional third party tools.



The proposed FIDS system provides full access to reporting functionality via the browser based WebPortal. Access to specific reports and content of reports is limited based on user authority.

Schedule Report

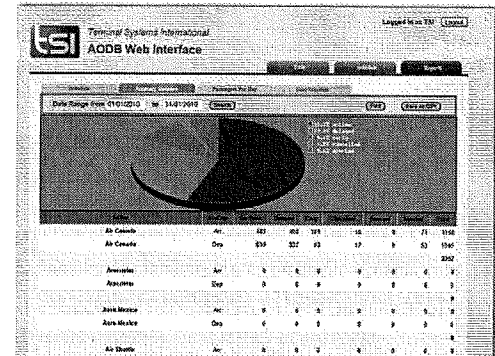
The Schedule Report provides a flight schedule based on filterable criteria such as Airline, Date Range, Flight Number, Aircraft type, Day of Operation (Monday, Tuesday, Wednesday...). The generated report can be saved as a CSV file, easily opened by any standard spreadsheet application such as Excel. The CSV format was selected due to the simplicity of the content of the report and does not limit any version compatibility generating an Excel specific spreadsheet would create.



Reports can be saved as a CSV files

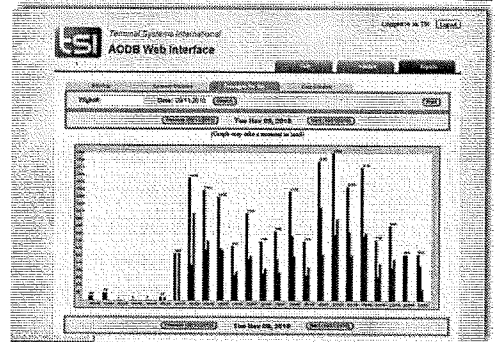
Accuracy Statistics

The proposed FID System includes numerous reports for administrative planning personnel including Accuracy statistics. It is possible to filter accuracy statistics by carrier, aircraft type, and date range and destination/origin city. Report is easily saved in CSV format.



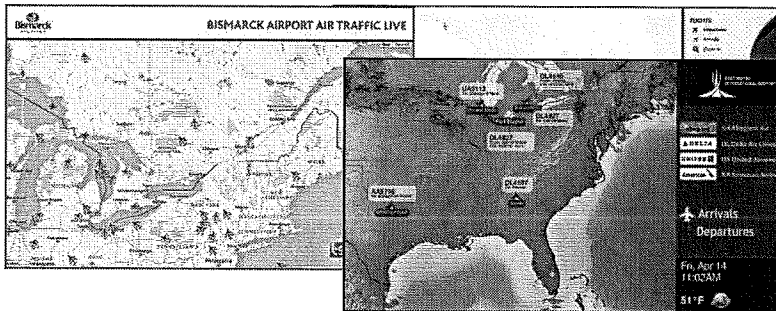
Passenger Traffic

The proposed FIDS system includes a Passenger flow through report. This report was designed for Airport tenants, including Taxi services, CATSA, restaurants etc. for staff planning. The graph depicts the passenger flow through of arriving, departing and total passengers hour by hour. This is a futuristic planning report and uses aircraft seating capacity to determine maximum passenger flow through. It is possible to customize the report for anticipated seat occupancy (80%). Report can be filtered by airline, aircraft type or destination.



Flight Map & Weather

The FID System includes a weather information feed, including current conditions (local and destination). A live weather map provided shall also be available for display at any location including the airports website.



Website Exports and Apps

The proposed FID System shall generate and distribute current and accurate flight information to the Airport's existing Web site and apps. The proposed system shall export schedule to the Internet for easy reference by the traveling public and local businesses. The web export is easily customizable to match the airport's existing website. It is possible to design pages within a page designer without any development knowledge.

A template generator allows web designers to easily create or modify the formatting and content of these pages to keep up with the airport's evolving image and marketing initiatives. The Webexport options can be configured to generate and export data to any number of FTP locations, live event based exports or provide data in a standardized XML format. TSI shall work with the Airport to optimize the web design with their web design team.

Flight	Carrier	Departure	Arrival	Status	Destination
AA101	AA	08:00	09:00	On Time	Atlanta
DL102	DL	08:15	09:15	Delayed	Atlanta
UA103	UA	08:30	09:30	On Time	Atlanta
SW104	SW	08:45	09:45	On Time	Atlanta
AA105	AA	09:00	10:00	On Time	Atlanta
DL106	DL	09:15	10:15	On Time	Atlanta
UA107	UA	09:30	10:30	On Time	Atlanta
SW108	SW	09:45	10:45	On Time	Atlanta
AA109	AA	10:00	11:00	On Time	Atlanta
DL110	DL	10:15	11:15	On Time	Atlanta
UA111	UA	10:30	11:30	On Time	Atlanta
SW112	SW	10:45	11:45	On Time	Atlanta
AA113	AA	11:00	12:00	On Time	Atlanta
DL114	DL	11:15	12:15	On Time	Atlanta
UA115	UA	11:30	12:30	On Time	Atlanta
SW116	SW	11:45	12:45	On Time	Atlanta
AA117	AA	12:00	13:00	On Time	Atlanta
DL118	DL	12:15	13:15	On Time	Atlanta
UA119	UA	12:30	13:30	On Time	Atlanta
SW120	SW	12:45	13:45	On Time	Atlanta

www.ottawa-airports.ca

Software Licensing

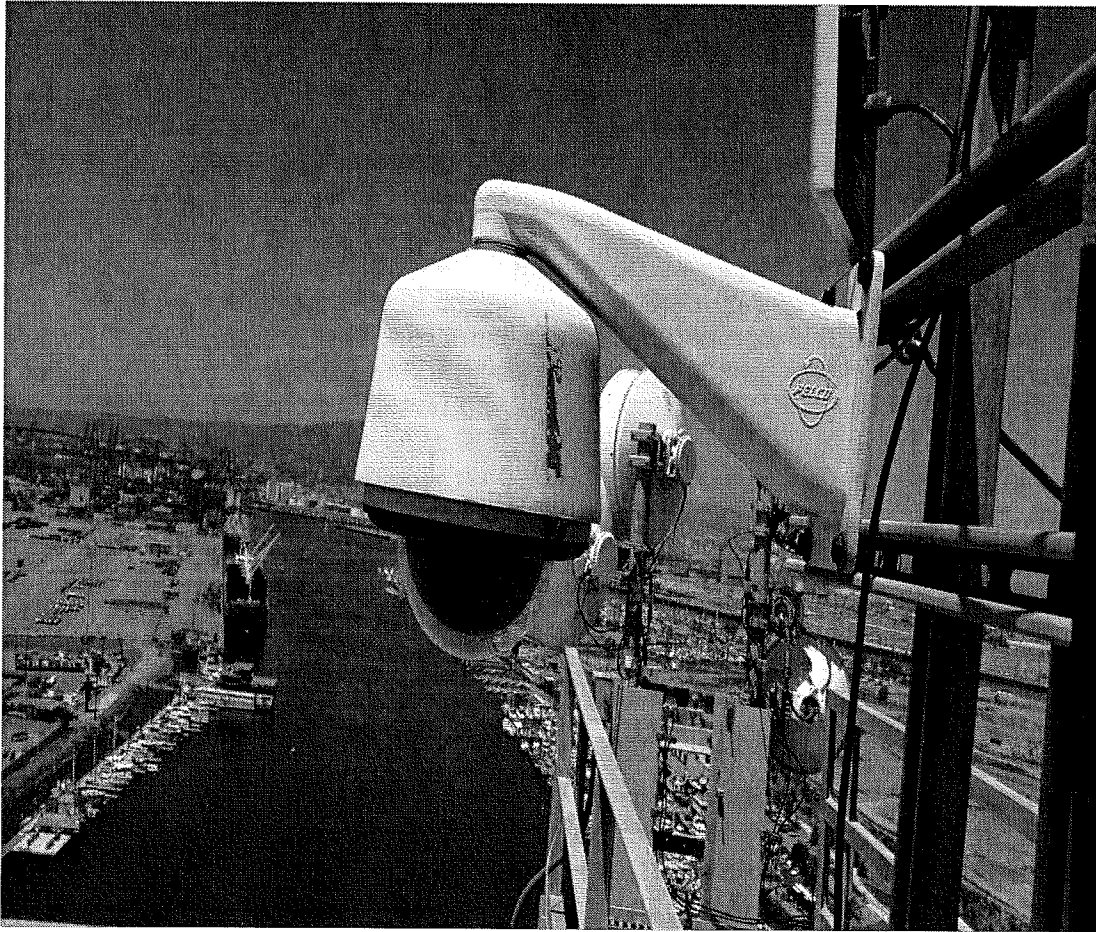
All software licenses are included as a component of this quotation.

System Monitoring

The proposed FIDS are able to continue operation through non-catastrophic infrastructure failures. The focus of the system design is a high availability. The intent of the design is to maximize system flexibility and reliability and reduce and where possible eliminate the need for technical maintenance.

The FIDS system includes monitoring capabilities, with integrated remote connection support and SMS/Email notification.

Alerts Email/SMS: When any connected device such as a display computer, input station, interface or data feed enters an alert state the system automatically sends an email/SMS message to relevant parties as detailed in Maintenance Error Notification Profile. Continued outages allow the system to escalate the notifications to a broader distribution list.



Service Call at the top of the Old Henry Ford Bridge POLB

SECTION 4 | COMPANY BACKGROUND AND REFERENCE

Port Of Oakland



Prime Contractor: DataGear, Inc.
Headquarters: 500 W Dyer Rd.
Santa Ana, CA 92707
USA

Role: Prime Contractor
Project Management
Installation
On-Site Maintenance

DataGear Inc. is California Corporation engaged in the IT industry for the past 19 years. DataGear has an exceptionally strong financial history and has no debt of any kind.

Experience and Overview

Datagear Inc. recently completed a one million dollar Wireless Network Enhancement Project with the Port Of Long Beach Security Division. **(Contract # HD-8564B)**

Datagear Inc. is currently under contract with the Port Of Long Beach Security Division to provide on-call wireless maintenance service for the next three years **(Contract # HD-8731)**.

The Port Of Long Beach Joint Command and Control Center serves as a communication hub to distribute information to regional partners and stakeholders. The centers state-of-the-art technology has enabled real time information sharing with the ports many security partners at the local, state, regional and Federal levels. The Security Division was also recognized as the top security Organization's for Ports and Airports in 2015.

This project will be led by Lee Coffey has the unique skill set to head this project. Lee Coffey is a team member who served as Project Manager on the Port Of Long Beach Security Division Wireless Network Enhancement Project. His extensive experience in project management and IT integration keep our projects under budget and on time.

Datagear Inc. has a staff of Technicians able to assist in the process of discovery and evaluation needed to do a thorough evaluation of your existing infrastructure. Our close location to the City Of Long Beach allows a fast response time to any of the project's needs.





Range Tower Port Of Long Beach

Subcontractor: Terminal Systems International, Inc.
Headquarters: 2210 Hanselman Ave.
Saskatoon, SK
S7L 6A4, Canada
Role: FIDS software and Support

Experience and Overview

TSI is a leading provider of airport information systems since 1997. TSI has proven to be a solid, leading provider of innovative airport information systems. TSI has been recognized with numerous awards for Innovation, Best New Venture and Best New Product. TSI has undergone consistent and managed growth throughout its history in order to continue to provide personalized customer service, quality products, prompt, and effective responses to meet client needs. TSI has evolved to providing enterprise level solutions ensuring seamless, expandable and reliable mission critical systems such as Air Canada's Operational back office FIDS.

TSI maintains long-term relationships with our clients, personalized customer service, quality products, prompt, and effective responses to meet client needs. TSI's solutions have successfully been installed in over 60 airport projects in six countries, using multiple languages for information displays and user interfaces. TSI provides enterprise level solutions ensuring seamless, expandable and reliable mission critical systems.

The system consists of a data acquisition and dissemination head end, master editing mode, local airport specific data distribution with local editing capabilities, interfacing to third party products and individually addressable display capabilities for operational purposes.

TSI's flight information display system is a forward looking solution that address' airports ongoing and expanding needs in a cost effective, efficient and scalable manner. The system is designed to be a flexible growth oriented solution with a focus on reduced cost of ownership, high and reliable performance, an enhanced level of customer service, all focused on improving the customer experience.

The proposed system is a modular platform that enables the airport to start with what is needed today and while maintaining the ability to expand at later dates with the assurance of full seamless systems integration. The system supports automation through 3rd party data aggregators, including schedule and live flight status information. It is web enabled, with Web Portals and LAN input stations allowing access to tenants, airlines, authorized personnel and airport staff. There are no key concerns regarding the project.

All work shall be performed in accordance with the proposal document maintaining high level personnel available to respond Airport concerns in a timely if not

immediate fashion. Installation shall be completed in timely, professional and efficient manner with respect of and without intervention of airport operations.

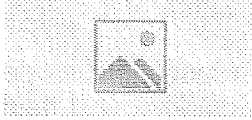
TSI is proposing a team of experienced personnel well versed in the areas of integrated MUFIDS, AODB's and Gate Management. The technical and engineering staff assigned to the project is fully proficient to design, engineer, configure and maintain the proposed solution.

TSI is renowned for providing a complete solution that meets the intent of the scope without the requirement of change orders. Apart from TSI's innovative and field proven technology, one of the most attractive aspects of working with TSI is our level of customer service and customer satisfaction. We are agile and focus on building strong and long lasting client relationships.

REFERENCES

Michael McMullen |

Port of Long Beach Security Division | 1249 Pier F Avenue | Long Beach, CA 90802
Office: 562.283.7830 | Michael.mcmullen@polb.com
| www.polb.com

**Contract # HD-8564B****Contract # HD8731**

BAYONNE AUTO TERMINAL

Size: 94 Acres **Berths:** 2**Access:** Federal channel being dredged to 50 ft.**Security:** ISPS compliant. Provided by Ports America**General:** Import/Export RoRo facility operated by Ports America**Contact:** Eric Soler

Ports America Bayonne Auto Terminal

Phone: (201) 215-2088**Cell:** (201) 538-4415**Email:** eric.soler@portsamerica.com**Web:** www.portsamerica.com**Work Completed:** Complete Wireless installation (Cisco)

OAKLAND INTERNATIONAL CONTAINER TERMINAL

Size: 270 Acres **Berths:** 5 plus secondary berths, 6,000 feet total length**General:** Inner harbor at the Port of Oakland; 10 ZPMC 65-ton post-Panamax cranes**Contact:** Adam Patalano, Facilities Manager

SSA Terminals

Phone: (510) 697-4218**Fax:** (510) 433-1886**Email:** adam.patalano@ssamarine.com**Work Completed:** Complete Wireless installation (Motorola/Zebra)

PORT OF SAVANNAH

Size: Over 3 million sq. ft. of warehouse space available within 30 miles of port; two railroads, Norfolk Southern & CSX, on terminal

Berths: 9,700 feet of contiguous berth space

Contact: Adam Lutz, Manager of Terminal Automations
Port of Savannah

Cell: (912) 663-9156

Fax: (912) 964-3815

Email: alutz@gaports.com

Web: www.gaports.com

Work Completed: Complete Wireless installation (Motorola/Zebra)

LICENSES, REGISTRATIONS, AND CERTIFICATES

FCC Registration Number (FRN): 0025308701

Federal Certified Safe Harbor # 26690

DataGear Inc. holds a California Class C-10 Contractor's License # 1004304

DataGear Inc. holds a City of Long Beach Business License Account # BU21506020

DataGear Inc. holds a City of Santa Ana Business License Account # 255

Port of Long Beach Small Business Certification, # 349600

California State Certification Small Business (Micro), # 31533

California State D.I.R Registration # 1000023361

Proven Ability to Bond Up to \$2,000,000.00

Motorola / Zebra Certified wireless Partner

Panasonic Rugged Book/Tablet Partner

Raytheon Technology (Blueforce) Partner

LICENSES, REGISTRATIONS, AND CERTIFICATES (Continued)

Siklu Certified Wireless Partner

Ceragon Certified Wireless Partner

Firetide Certified Partner

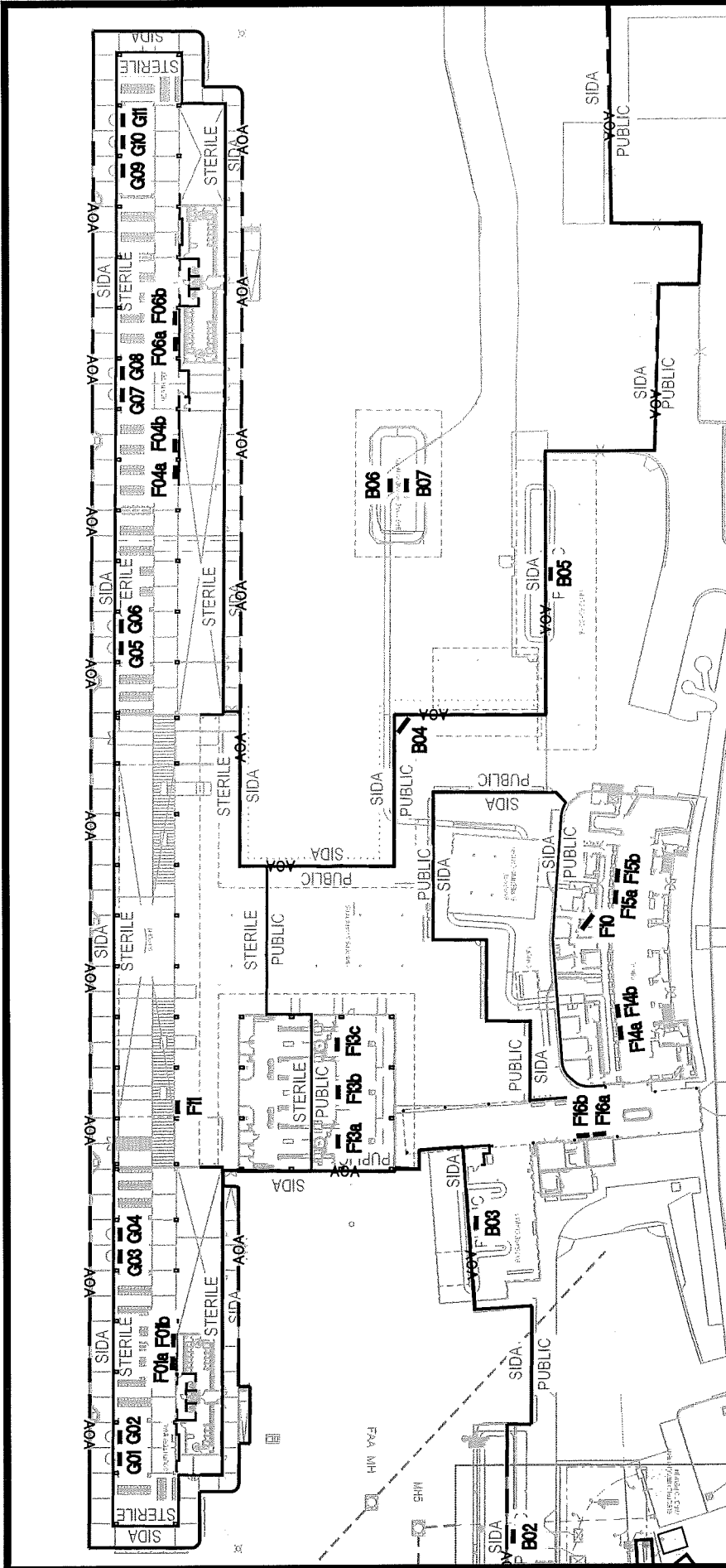
Axis Certified Partner

Milestone Systems Certified Partner

SECTION 5 | REQUIRED CITY OF LONG BEACH PURCHASING FORMS

Please see attachment.

EXHIBIT “A-3”



NOTES:
LOCATION AND TYPE OF MONITORS MAY CHANGE

LEGENDS:
FLIGHT INFORMATION MONITORS



CITY OF LONG BEACH - CALIFORNIA
EXHIBIT A - TERMINAL AREA MAP

4100 DONALD DOUGLAS DRIVE LONG BEACH, CA 90808



EXHIBIT B – FLIGHT INFORMATION DISPLAY SYSTEM

Monitors

F16a	Breezeway	Toshiba	55"	Outdoor Display
F16b	Breezeway	Toshiba	55"	Outdoor Display
B02	Bag Claim 1	NEC	42"	Outdoor Display - TV enclosure installed
B03	Bag Claim 2	Samsung	55"	Outdoor Display*
B04	Meet & Greet	Samsung	65"	Outdoor Display - TV enclosure installed
B05	Bag Claim 3	Samsung	55"	Outdoor Display*
B06	Bag Make Up	Samsung	60"	Outdoor Display
B07	Bag Make Up	Sam sung	60"	Outdoor Display
F01a	South Hold Room	Samsung	65"	
F01b	South Hold Room	Samsung	65"	
G01	South Hold Room	Samsung	46"	
G02	South Hold Room	Samsung	46"	
G03	South Hold Room	Samsung	46"	
G04	South Hold Room	Samsung	46"	
G05	North Hold Room	Samsung	46"	
G06	North Hold Room	Samsung	46"	
G07	North Hold Room	Samsung	46"	
G08	North Hold Room	Samsung	46"	
G09	North Hold Room	Samsung	46"	
G10	North Hold Room	Samsung	46"	
G11	North Hold Room	Samsung	46"	
F04a	North Hold Room	Samsung	65"	
F04b	North Hold Room	Samsung	65"	
F06a	North Hold Room	Samsung	65"	
F06b	North Hold Room	Samsung	65"	
F10	2 nd Floor – Event Center	Samsung	55"	
F11	Garden Area	Samsung	55"	Outdoor Display*
F13a	TSA Building	Samsung	60"	
F13b	TSA Building	Samsung	60"	
F13c	TSA Building	Samsung	60"	
F14a	Main Ticket Counters	Samsung	65"	
F14b	Main Ticket Counters	Samsung	65"	
F15a	Main Ticket Counters	Samsung	65"	
F16b	Main Ticket Counters	Samsung	65"	

*Installed 2017

EXHIBIT B – ADDITIONAL EQUIPMENT

Basement Telephone Room	2 – Fortinet devices 2 – HP 1410 Switches
Basement Data Room	1 – Cisco Data Switch Catalyst 2960 Switch
North Hold Room	1 – Cisco Data Switch Catalyst 2960 Switch
TSA Check-Point	1 – Cisco Data Switch Catalyst 2960 Switch
South Hold Room	1 – Cisco Data Switch Catalyst 2960 Switch

Azulle Access Plus:

SPECIFICATIONS

-Operating System: The Access Plus mini PC stick comes preloaded with Windows 10 Home x64 operating system. With a quad core processor, 2GB of DDR3L RAM (4GB optional), 32 GB of onboard storage, and a micro SDXC card slot providing up to 128GB of storage, makes it a smooth experience toggling between various programs.

-Internet Access: Azulle made sure with the Access Plus that getting online and staying online would be hassle-free. Not only does this compact PC stick come with dual band WI-FI and Bluetooth 4.0, but it also includes an Ethernet port. Users can connect the Access Plus directly with the LAN connection or use the high speed wireless connection.

-Compatibility: With the Access Plus mini PC stick users can connect compatible USB devices such as keyboard, mouse, printer, camera, or external hard disk as well as form a direct internet connection with its Ethernet port. Once you hook up the device using the HDMI connection users can stream high definition quality video anywhere.

2GB RAM DDR3L – 4GB RAM DDR3L

32GB storage

USB 3.0 (1), USB 2.0 (1)

Microphone Support

USB mouse wired & wireless support

USB keyboard wired & wireless support

Dual Band Wi-Fi (2.4G / 5G Dual Band), Bluetooth 4.0

Intel® CherryTrail™ T3 Z8300 Quad-Core, 1.44 GHz (up to 1.84 GHz)

EXHIBIT “B”

Rates or Charges



May 22, 2018

City Of Long Beach
Attention: Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA. 90802

Reference:

Cost Proposal for Number AP18-091 Airport Flight Information Display System

Company: Datagear Inc
Official Address: 500 W. Dyer Road, Santa Ana. Ca. 92707
Datagear Inc. Representative: Lee M. Coffey
Title: President
Email: Lcoffey@datagear.com
Phone: (714) 556-5055 X-113

Annual Cost for Flight Information Display System including initial deployment, licenses, Support, networking, hosting and on-site hardware maintenance:

Year 1: \$56,821.82 **Integration with Visual Paging: \$1,600.00**
Year 2: \$52,492.93 **On-Site Server and Installation: \$2,100.00**
Year 3: \$52,492.93 **Mobile Application Source Code: \$ 1,278.00**
Total: \$161,807.68

Mark-up of any hardware or equipment purchased, as requested and approved shall be 12%
Hourly Rates (after hours rates are not applicable):

Job Classification	Hourly Rate
1 Field Technician	\$125
2 Foreman / Lead Technician	\$150
15 Project Manager	\$145
16 Project Manager - Senior	\$225
17 Software Development Engineer	\$175
18 Software Development - Senior	\$225
19 Support Staff (Secretarial, Technical Writer)	\$85
20 System Technician – Apprentice	\$50
21 System Technician	\$75
22 System Technician - Senior	\$125
23 System Integration Engineer	\$125
24 System Integration Engineer - Senior	\$185

President, Datagear, Lee M. Coffey



500 W. Dyer Road, Santa Ana CA 92707 | www.DataGear.com | (714) 556 - 5055



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

10. **COST**

Consistent with Section 4.10, the cost proposal is to be a separate document. Proposers must provide a breakdown of their proposed annual cost for FIDS base services. The proposed annual cost shall include all costs for providing FIDS system, including, but not limited to: software, licenses, support, networking, hosting, and maintaining all hardware and equipment.

Table 1.0 Annual Cost for FIDS BASE SERVICES	
Year 1: Monthly Maintenance \$ <u>4,735.¹⁵</u>	x 10* months = \$ <u>47,351.⁵²</u>
Year 2: Monthly Maintenance \$ <u>4,374.⁴¹</u>	x 12 months = \$ <u>52,492.²⁸</u>
Year 3: Monthly Maintenance \$ <u>4,374.⁴¹</u>	x 12 months = \$ <u>52,492.²⁸</u>
Table 2.0 Miscellaneous Costs	
Integration with Visual Paging (amount shall include all hardware, including monitors, and software necessary for complete system):	\$ <u>1,600.⁰⁰</u>
On-site Server and installation:	\$ <u>2,100.⁰⁰</u>
Mobile Application Source Code:	\$ <u>1,278.⁰⁰</u>
*2-Month Transition Cost:	\$ <u>9,470.²⁰</u>
Total Tables 1 & 2:	\$ <u>166,785.⁶⁸</u>
Table 4.0 Maximum Mark-up Percentage	
Mark-up of hardware or equipment purchased, as requested and approved by the City, for additions, removals, replacements, relocation, upgrades, and modifications of FIDS equipment and hardware. Mark-up shall include cost of installation, testing and other services necessary for completion of work.	% <u>12</u> (Not to Exceed 15%)

EXHIBIT “C”

City’s Representative:

Karl Zittel, Airport Operations Officer

(562) 570-2632

EXHIBIT “D”

Materials/Information Furnished: None