

1 first (1st) year, and then Seventy-Seven Thousand Six Hundred Eighty-Eight
2 Dollars (\$77,688.00) during the second (2nd) and third (3rd) year, at the rates or
3 charges shown in Exhibit "B", not to exceed Two Hundred Eighty Thousand
4 Dollars (\$280,000.00) over the three (3) year contract term.

5 B. The City's obligation to pay the sums stated above for any
6 one fiscal year shall be contingent upon the City Council of the City appropriating
7 the necessary funds for such payment by the City in each fiscal year during the
8 term of this Agreement. For the purposes of this Section, a fiscal year
9 commences on October 1 of the year and continues through September 30 of the
10 following year. In the event that the City Council of the City fails to appropriate the
11 necessary funds for any fiscal year, then, and in that event, the Agreement will
12 terminate at no additional cost or obligation to the City.

13 C. Consultant may select the time and place of performance for
14 these services provided, however, that access to City documents, records, and the
15 like, if needed by Consultant, shall be available only during City's normal business
16 hours and provided that milestones for performance, if any, are met.

17 D. Consultant has requested to receive regular payments. City
18 shall pay Consultant in due course of payments following receipt from Consultant
19 and approval by City of invoices showing the services or task performed, the time
20 expended (if billing is hourly), and the name of the Project. Consultant shall certify
21 on the invoices that Consultant has performed the services in full conformance
22 with this Agreement and is entitled to receive payment. Each invoice shall be
23 accompanied by a progress report indicating the progress to date of services
24 performed and covered by the invoice, including a brief statement of any Project
25 problems and potential causes of delay in performance, and listing those services
26 that are projected for performance by Consultant during the next invoice cycle.
27 Where billing is done and payment is made on an hourly basis, the parties
28 acknowledge that this arrangement is either customary practice for Consultant's

1 profession, industry, or business, or is necessary to satisfy audit and legal
2 requirements which may arise due to the fact that City is a municipality.

3 E. Consultant represents that Consultant has obtained all
4 necessary information on conditions and circumstances that may affect its
5 performance and has conducted site visits, if necessary.

6 F. CAUTION: Consultant shall not begin work until this
7 Agreement has been signed by both parties and until Consultant's evidence of
8 insurance has been delivered to and approved by the City.

9 2. TERM. The term of this Agreement shall commence at midnight on
10 July 14, 2014, and shall terminate at 11:59 p.m. on July 13, 2017, unless sooner
11 terminated as provided in this Agreement, or unless the services or the Project is
12 completed sooner.

13 3. COORDINATION AND ORGANIZATION.

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

22 B. The parties acknowledge that a substantial inducement to City
23 for entering this Agreement was and is the reputation and skill of Consultant's key
24 employee, Rhonda Allen. City shall have the right to approve
25 any person proposed by Consultant to replace that key employee.

26 4. INDEPENDENT CONTRACTOR. In performing its services,
27 Consultant is and shall act as an independent contractor and not an employee,
28 representative, or agent of City. Consultant shall have control of Consultant's work and

1 the manner in which it is performed. Consultant shall be free to contract for similar
2 services to be performed for others during this Agreement provided, however, that
3 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
4 Consultant acknowledges and agrees that a) City will not withhold taxes of any kind from
5 Consultant's compensation, b) City will not secure workers' compensation or pay
6 unemployment insurance to, for or on Consultant's behalf, and c) City will not provide and
7 Consultant is not entitled to any of the usual and customary rights, benefits or privileges
8 of City employees. Consultant expressly warrants that neither Consultant nor any of
9 Consultant's employees or agents shall represent themselves to be employees or agents
10 of City.

11 5. INSURANCE.

12 A. As a condition precedent to the effectiveness of this
13 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
14 duration of this Agreement, from insurance companies that are admitted to write
15 insurance in California and have ratings of or equivalent to A:V by A.M. Best
16 Company or from authorized non-admitted insurance companies subject to
17 Section 1763 of the California Insurance Code and that have ratings of or
18 equivalent to A:VIII by A.M. Best Company the following insurance:

19 (a) Commercial general liability insurance (equivalent in scope to
20 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
21 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
22 coverage shall include but not be limited to broad form contractual liability,
23 cross liability, independent contractors liability, and products and
24 completed operations liability. The City, its boards and commissions, and
25 their officials, employees and agents shall be named as additional
26 insureds by endorsement (on City's endorsement form or on an
27 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20
28 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33

1 07 04 and CG 20 37 07 04), and this insurance shall contain no special
2 limitations on the scope of protection given to the City, its boards and
3 commissions, and their officials, employees and agents. This policy shall
4 be endorsed to state that the insurer waives its right of subrogation
5 against City, its boards and commissions, and their officials, employees
6 and agents.

7 (b) Workers' Compensation insurance as required by the California
8 Labor Code and employer's liability insurance in an amount not less than
9 \$1,000,000. This policy shall be endorsed to state that the insurer waives
10 its right of subrogation against City, its boards and commissions, and their
11 officials, employees and agents.

12 (c) Professional liability or errors and omissions insurance in an
13 amount not less than \$1,000,000 per claim.

14 (d) Commercial automobile liability insurance (equivalent in scope
15 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
16 amount not less than \$500,000 combined single limit per accident.

17 B. Any self-insurance program, self-insured retention, or
18 deductible must be separately approved in writing by City's Risk Manager or
19 designee and shall protect City, its officials, employees and agents in the same
20 manner and to the same extent as they would have been protected had the policy
21 or policies not contained retention or deductible provisions.

22 C. Each insurance policy shall be endorsed to state that
23 coverage shall not be reduced, non-renewed, or canceled except after thirty (30)
24 days prior written notice to City, shall be primary and not contributing to any other
25 insurance or self-insurance maintained by City, and shall be endorsed to state that
26 coverage maintained by City shall be excess to and shall not contribute to
27 insurance or self-insurance maintained by Consultant. Consultant shall notify the
28 City in writing within five (5) days after any insurance has been voided by the

1 insurer or cancelled by the insured.

2 D. If this coverage is written on a "claims made" basis, it must
3 provide for an extended reporting period of not less than one hundred eighty (180)
4 days, commencing on the date this Agreement expires or is terminated, unless
5 Consultant guarantees that Consultant will provide to the City evidence of
6 uninterrupted, continuing coverage for a period of not less than three (3) years,
7 commencing on the date this Agreement expires or is terminated.

8 E. Consultant shall require that all subconsultants or contractors
9 which Consultant uses in the performance of these services maintain insurance in
10 compliance with this Section unless otherwise agreed in writing by City's Risk
11 Manager or designee.

12 F. Prior to the start of performance, Consultant shall deliver to
13 City certificates of insurance and the endorsements for approval as to sufficiency
14 and form. In addition, Consultant, shall, within thirty (30) days prior to expiration of
15 the insurance, furnish to City certificates of insurance and endorsements
16 evidencing renewal of the insurance. City reserves the right to require complete
17 certified copies of all policies of Consultant and Consultant's subconsultants and
18 contractors, at any time. Consultant shall make available to City's Risk Manager
19 or designee all books, records and other information relating to this insurance,
20 during normal business hours.

21 G. Any modification or waiver of these insurance requirements
22 shall only be made with the approval of City's Risk Manager or designee. Not
23 more frequently than once a year, the City's Risk Manager or designee may
24 require that Consultant, Consultant's subconsultants and contractors change the
25 amount, scope or types of coverages required in this Section if, in his or her sole
26 opinion, the amount, scope, or types of coverages are not adequate.

27 H. The procuring or existence of insurance shall not be
28 construed or deemed as a limitation on liability relating to Consultant's

1 performance or as full performance of or compliance with the indemnification
2 provisions of this Agreement.

3 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
4 contemplates the personal services of Consultant and Consultant's employees, and the
5 parties acknowledge that a substantial inducement to City for entering this Agreement
6 was and is the professional reputation and competence of Consultant and Consultant's
7 employees. Consultant shall not assign its rights or delegate its duties under this
8 Agreement, or any interest in this Agreement, or any portion of it, without the prior
9 approval of City, except that Consultant may with the prior approval of the City Manager
10 of City, assign any moneys due or to become due the Consultant under this Agreement.
11 Any attempted assignment or delegation shall be void, and any assignee or delegate
12 shall acquire no right or interest by reason of an attempted assignment or delegation.
13 Furthermore, Consultant shall not subcontract any portion of its performance without the
14 prior approval of the City Manager or designee, or substitute an approved subconsultant
15 or contractor without approval prior to the substitution. Nothing stated in this Section
16 shall prevent Consultant from employing as many employees as Consultant deems
17 necessary for performance of this Agreement.

18 7. CONFLICT OF INTEREST. Consultant, by executing this
19 Agreement, certifies that, at the time Consultant executes this Agreement and for its
20 duration, Consultant does not and will not perform services for any other client which
21 would create a conflict, whether monetary or otherwise, as between the interests of City
22 and the interests of that other client. And, Consultant shall obtain similar certifications
23 from Consultant's employees, subconsultants and contractors.

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

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

12 10. TERMINATION. Either party shall have the right to terminate this
13 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
14 prior written notice to the other party. In the event of termination under this Section, City
15 shall pay Consultant for services satisfactorily performed and costs incurred up to the
16 effective date of termination for which Consultant has not been previously paid. The
17 procedures for payment in Section 1.B. with regard to invoices shall apply. On the
18 effective date of termination, Consultant shall deliver to City all Data developed or
19 accumulated in the performance of this Agreement, whether in draft or final form, or in
20 process. And, Consultant acknowledges and agrees that City's obligation to make final
21 payment is conditioned on Consultant's delivery of the Data to the City.

22 11. CONFIDENTIALITY. Consultant shall keep the Data confidential
23 and shall not disclose the Data or use the Data directly or indirectly other than in the
24 course of performing its services, during the term of this Agreement and for five (5) years
25 following expiration or termination of this Agreement. In addition, Consultant shall keep
26 confidential all information, whether written, oral, or visual, obtained by any means
27 whatsoever in the course of performing its services for the same period of time.
28 Consultant shall not disclose any or all of the Data to any third party, or use it for

1 Consultant's own benefit or the benefit of others except for the purpose of this
2 Agreement.

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

9 13. ADDITIONAL COSTS AND REDESIGN.

10 A. Any costs incurred by the City due to Consultant's failure to
11 meet the standards required by the scope of work or Consultant's failure to
12 perform fully the tasks described in the scope of work which, in either case,
13 causes the City to request that Consultant perform again all or part of the Scope of
14 Work shall be at the sole cost of Consultant and City shall not pay any additional
15 compensation to Consultant for its re-performance.

16 B. If the Project involves construction and the scope of work
17 requires Consultant to prepare plans and specifications with an estimate of the
18 cost of construction, then Consultant may be required to modify the plans and
19 specifications, any construction documents relating to the plans and specifications,
20 and Consultant's estimate, at no cost to City, when the lowest bid for construction
21 received by City exceeds by more than ten percent (10%) Consultant's estimate.
22 This modification shall be submitted in a timely fashion to allow City to receive new
23 bids within four (4) months after the date on which the original plans and
24 specifications were submitted by Consultant.

25 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
26 amended, nor any provision or breach waived, except in writing signed by the parties
27 which expressly refers to this Agreement.

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1 15. LAW. This Agreement shall be governed by and construed pursuant
2 to the laws of the State of California (except those provisions of California law pertaining
3 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
4 regulations of and obtain all permits, licenses, and certificates required by all federal,
5 state and local governmental authorities.

6 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
7 constitutes the entire understanding between the parties and supersedes all other
8 agreements, oral or written, with respect to the subject matter in this Agreement.

9 17. INDEMNITY.

10 A. Consultant shall indemnify, protect and hold harmless City, its
11 Boards, Commissions, and their officials, employees and agents ("Indemnified
12 Parties"), from and against any and all liability, claims, demands, damage, loss,
13 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
14 costs and expenses, including attorneys' fees, court costs, expert and witness
15 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
16 whole or in part, out of or in connection with (1) Consultant's breach or failure to
17 comply with any of its obligations contained in this Agreement, or (2) negligent or
18 willful acts, errors, omissions or misrepresentations committed by Consultant, its
19 officers, employees, agents, subcontractors, or anyone under Consultant's control,
20 in the performance of work or services under this Agreement (collectively "Claims"
21 or individually "Claim").

22 B. In addition to Consultant's duty to indemnify, Consultant shall
23 have a separate and wholly independent duty to defend Indemnified Parties at
24 Consultant's expense by legal counsel approved by City, from and against all
25 Claims, and shall continue this defense until the Claims are resolved, whether by
26 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
27 breach, or the like on the part of Consultant shall be required for the duty to defend
28 to arise. City shall notify Consultant of any Claim, shall tender the defense of the

1 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
2 in the defense.

3 C. If a court of competent jurisdiction determines that a Claim
4 was caused by the sole negligence or willful misconduct of Indemnified Parties,
5 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
6 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
7 percentage of willful misconduct attributed by the court to the Indemnified Parties.

8 D. To the extent this Agreement is a professional service
9 agreement for work or services performed by a design professional (architect,
10 landscape architect, professional engineer or professional land surveyor), the
11 provisions of this Section regarding Consultant's duty to defend and indemnify
12 shall be limited as provided in California Civil Code Section 2782.8, and shall
13 apply only to Claims that arise out of, pertain to, or relate to the negligence,
14 recklessness, or willful misconduct of the Consultant.

15 E. The provisions of this Section shall survive the expiration or
16 termination of this Agreement.

17 18. AMBIGUITY. In the event of any conflict or ambiguity between this
18 Agreement and any Exhibit, the provisions of this Agreement shall govern.

19 19. NONDISCRIMINATION.

20 A. In connection with performance of this Agreement and subject
21 to applicable rules and regulations, Consultant shall not discriminate against any
22 employee or applicant for employment because of race, religion, national origin,
23 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
24 disability. Consultant shall ensure that applicants are employed, and that
25 employees are treated during their employment, without regard to these bases.
26 These actions shall include, but not be limited to, the following: employment,
27 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or
28 termination, rates of pay or other forms of compensation, and selection for training,

1 including apprenticeship.

2 B. It is the policy of City to encourage the participation of
3 Disadvantaged, Minority and Women-owned Business Enterprises in City's
4 procurement process, and Consultant agrees to use its best efforts to carry out
5 this policy in its use of subconsultants and contractors to the fullest extent
6 consistent with the efficient performance of this Agreement. Consultant may rely
7 on written representations by subconsultants and contractors regarding their
8 status. Consultant shall report to City in May and in December or, in the case of
9 short-term agreements, prior to invoicing for final payment, the names of all
10 subconsultants and contractors hired by Consultant for this Project and information
11 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
12 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
13 637).

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

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

22 "During the performance of a contract with the City of Long Beach,
23 the Consultant will provide equal benefits to employees with spouses and its
24 employees with domestic partners. Additional information about the City of
25 Long Beach's Equal Benefits Ordinance may be obtained from the City of
26 Long Beach Business Services Division at 562-570-6200."

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

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

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

8 E. If the City determines that the Consultant has set up or used
9 its contracting entity for the purpose of evading the intent of the EBO, the City may
10 terminate the Agreement on behalf of the City. Violation of this provision may be
11 used as evidence against the Consultant in actions taken pursuant to the
12 provisions of Long Beach Municipal Code section 2.93 et seq., Contractor
13 Responsibility.

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

22 22. COPYRIGHTS AND PATENT RIGHTS.

23 A. Consultant shall place the following copyright protection on all
24 Data: © City of Long Beach, California ____, inserting the appropriate year.

25 B. City reserves the exclusive right to seek and obtain a patent
26 or copyright registration on any Data or other result arising from Consultant's
27 performance of this Agreement. By executing this Agreement, Consultant assigns
28 any ownership interest Consultant may have in the Data to the City.

1 C. Consultant warrants that the Data does not violate or infringe
2 any patent, copyright, trade secret or other proprietary right of any other party.
3 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
4 and employees harmless from any and all claims, demands, damages, loss,
5 liability, causes of action, costs or expenses (including reasonable attorneys' fees)
6 whether or not reduced to judgment, arising from any breach or alleged breach of
7 this warranty.

8 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
9 that Consultant has not employed or retained any entity or person to solicit or obtain this
10 Agreement and that Consultant has not paid or agreed to pay any entity or person any
11 fee, commission, or other monies based on or from the award of this Agreement. If
12 Consultant breaches this warranty, City shall have the right to terminate this Agreement
13 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
14 from payments due under this Agreement or otherwise recover the full amount of the fee,
15 commission, or other monies.

16 24. WAIVER. The acceptance of any services or the payment of any
17 money by City shall not operate as a waiver of any provision of this Agreement or of any
18 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
19 Agreement shall not constitute a waiver of any other or subsequent breach of this
20 Agreement.

21 25. CONTINUATION. Termination or expiration of this Agreement shall
22 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
23 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

24 26. TAX REPORTING. As required by federal and state law, City is
25 obligated to and will report the payment of compensation to Consultant on Form 1099-
26 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
27 resulting from payments under this Agreement. Consultant shall submit Consultant's
28 Employer Identification Number (EIN), or Consultant's Social Security Number if

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CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
2 Financial Management. Consultant acknowledges and agrees that City has no obligation
3 to pay Consultant until Consultant provides one of these numbers.

4 27. ADVERTISING. Consultant shall not use the name of City, its
5 officials or employees in any advertising or solicitation for business or as a reference,
6 without the prior approval of the City Manager or designee.

7 28. AUDIT. City shall have the right at all reasonable times during the
8 term of this Agreement and for a period of five (5) years after termination or expiration of
9 this Agreement to examine, audit, inspect, review, extract information from, and copy all
10 books, records, accounts, and other documents of Consultant relating to this Agreement.

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

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

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

SHEWAK & LAJWANTI INTERNATIONAL, INC., a California corporation, doing business as S & L INTERNATIONAL

Sept. 8, 2014

By Tom Murphy
Name Tom Murphy
Title Director

Sept. 8, 2014

By Manwani
Name Shyam Manwani
Title Principal

"Consultant"

CITY OF LONG BEACH, a municipal corporation

September 23, 2014

By Jyl Maiden Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on September 15, 2014.

CHARLES PARKIN, City Attorney

By J. Casmy
Deputy

WEBSense WEB SECURITY GATEWAY
FOR
CITY OF LONG BEACH

SUBMITTED BY
S. & L. INTERNATIONAL INC.

MAY 27, 2014

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I. INTRODUCTION

S&L International is pleased to respond to the City of Long Beach Request for Proposal TS14-042, "Websense Upgrade for the City of Long Beach Technology Services Department". While the RFP document does not specify a pro-forma response method, it does suggest a clear and easy to follow format enabling the reviewer to reference the key elements of the RFP to the response. The proposal will be presented in the following manner:

1. Company Background and References (RFP Sections 5 and 9)
2. Narrative of the Proposed Solution (RFP Sections 3 and 7)
3. Proposed Approach with Detailed Delivery Plan (Task List) with duration for each phase (RFP Section 3)
4. Warranty Information (RFP Section 8)
5. Proposed Cost (Separate, RFP Section 4)

II. COMPANY BACKGROUND AND REFERENCES

This section provides a background on S&L International (S&L) including engineering resources holding the relevant Websense certifications.

S&L is a privately held company founded in 1997 as a Value Added Reseller located in Pasadena, California. S&L has been a Platinum-level Websense partner since 2002 and has a total of ten system and network engineers. S&L has three main areas of focus:

- Infrastructure
- Security
- Backup and Disaster Recovery

Infrastructure

S&L has been a certified Microsoft Gold Partner since its inception. S&L specializes in complex Microsoft projects and implementation including Microsoft Exchange (On-premise and Office 365 Cloud-based), Active Directory (upgrades as well as remediation of existing environments), Hyper-V virtualization as well as desktop deployments and management.

S&L is a certified VMware Enterprise partner specializing in VMware consolidation and optimization projects using centralized storage area networks and data center switching architectures.

S&L is a Premier Dell Partner, certified in Dell server, storage (including Compellent and EqualLogic platforms) and networking.

Security

S&L has been a Websense Platinum partner since 2002 and has hundreds of implementations across all Websense solutions including the latest Triton Enterprise suite, V-series appliances, Data Protection, Email Protection and Web Security products. S&L has been included on several Websense Advisory Councils and maintains a strong relationship within the Websense organization.

S&L is a certified Palo Alto Networks partner providing secure perimeter solutions for commercial, financial management and legal industry clients

S&L is a Cisco Security Specialized partner providing turn-key Cisco security solutions including network, E-mail and perimeter security solutions

S&L also is certified partner with Blue Coat, Varonis and Accellion.

Backup and Disaster Recovery

S&L has extensive experience in data protection and backup. Data integrity and availability are crucial in today's information-centric business. To ensure data is available and consistent, S&L has developed a unique seven-phase methodology to assess a client's disaster readiness. S&L has a strong partnership with many of today's leading data protection providers:

- E-Vault on-Premise and Cloud backup
- Datto backup and high availability solution
- Symantec Backup Exec
- Zerto backup and replication for virtualized environments

These areas of practice delivery encompass the entire breadth for most of today's IT requirements. In addition to turn-key solutions, S&L also performs comprehensive network and systems audits as well as ongoing maintenance support. S&L maintains a staff of highly trained and certified engineers with extensive backgrounds in not only implementation, but also troubleshooting and remediation.

S&L has a project-focused service delivery model working closely with a client's IT staff. S&L has developed a unique and customized service delivery methodology that actively engages the client's IT staff during the implementation providing a smooth transition from implementation to operations. This usually eliminates the need for a time-consuming and less productive knowledge transfer session and can sometimes eliminate the need for formal training altogether. Since the client's staff has been working in close conjunction with S&L's experts for the duration of the project, they are intimately familiar with all aspects of the solution and will be successful in supporting it.

S&L enjoys clients in the commercial, financial management and banking sectors and legal industry as well as public, government and educational sectors.

As part of this response, S&L is providing references for Websense deployments similar in size, scope or type of client (see Reference Information Form in the response package). Most importantly, S&L has been the designated Websense support partner for the City of Long Beach for the last seven years. S&L is a locally-based company with no remote offices. All resources are locally available within easy commute distance to Long Beach from Pasadena.

S&L may have multiple engineering resources assigned to the project depending on scheduling once the project commences. However, three engineers will be the primary resources assigned to this project. Professional resumes are included in the Reference Information Form in the response package. The designated S&L resources for this project are:

- Haig Balikian: Senior System Engineer, lead Websense engineer
- Rhonda Allen: Senior System Engineer, Websense engineer
- Jim Prudhomme, Senior Network Engineer, Websense technician
- Natalie Sandoval, Project Manager

III. NARRATIVE AND PROPOSED SOLUTION

The current Websense deployment utilizes an integrated Websense solution (Websense Web Filtering version 6.3) deployed in conjunction with a Microsoft ISA 2006 server. Clients are configured using an explicit proxy configuration implemented via a Group Policy Object (GPO) pointing the Internet Browser settings to one of two ISA 2006 proxy servers.

The proposed solution would be similar in topology though using an integrated Websense V5000 proxy appliance enabling management from a single, integrated Triton Enterprise console. Use of the Web Security Suite coupled with Websense's V5000 proxy appliance will permit the City of Long Beach to provide secure access to feature-rich Web 2.0 content. New policy controls will not only monitor and control access based on URL categorization (as now supported) but advanced malware control, content method (read versus post) as well comprehensive social media controls. This will permit enhanced productivity for the City of Long Beach's IT users while increasing security and visibility.

The proposed solution will utilize three main components:

- I. The Triton Enterprise management console
 - a. Will be hosted at the primary site
 - b. Includes the Websense DC Agent for user identification/authentication
- II. The Websense V5000 proxy appliances

- a. The primary site will host a pair of V5000 proxy appliances in an active/passive configuration
 - b. The standby ECOC site will host a like V5000 appliance cluster in an active/passive configuration
- III. The Websense Reporting component
- a. The primary site will host a Microsoft SQL 2008 R2 or better server (dedicated or shared existing server), a Websense log server (Windows 2008 R2 or better)
 - b. The standby ECOC site will host a Websense log server (Windows 2008 R2 or better)
 - a. The Websense Reporter component will reside on the SQL server (if dedicated) or on the Triton Enterprise management console server if a shared SQL server is provided

The existing Websense Web Filtering 6.3 policy cannot be migrated directly to the Web Security version 7.8 policy format. Use of multiple, iterative upgrades (four in total) would be required to migrate the policy. In S&L's experience, this process is both time-consuming and often fails. S&L will instead evaluate the current policy and re-create the policy as new in the installed environment.

The City of Long Beach has not indicated whether the environment will be supported in a physical or virtual environment. S&L has extensive experience with either option and can accommodate the choice without impact to the project timeline or tasks.

The project will be conducted in four phases:

- I. Review and Initial Documentation
- II. Build and Test
- III. Migration
- IV. Documentation and Knowledge Transfer

The Long Beach site will be done first and then the ECOC. This will permit any user feedback and subsequent tuning to be incorporated into the ECOC configuration.

The migration will be performed in a phased methodology with a pilot group used for the initial acceptance test and tuning before rollout to the rest of the user population.

Some of the work for the phases may be conducted in parallel (discovery for the Long Beach and ECOC sites for instance) while some work may be serialized. The details will be determined once the project has been accepted and the work plan coordinated with the City of Long Beach technical staff.

The Build and Test phase is critical to the overall success of the project. S&L has developed an implementation method working closely with the client's IT staff during the phase of the project.

This significantly reduces or eliminates the formal knowledge transfer time as well as usually eliminating the need for formal education. S&L is recommending this method to reduce cost and adhere to the education requirement in RFP Section 3.2.1(t). This time is included in the estimated services hours.

Determination of Needs

While the RFP does not explicitly state the requirements of the proposed solution, it does articulate the existing environments functionality and topology. S&L assumes for the purpose of this response that the Websense solution had met the City of Long Beach's needs to date and the request is a refresh of the existing environment and not a migration to an altogether new vendor or solution. Additionally, the desire is to keep the impact to the rest of the City of Long Beach's compute environment to a minimum. These two factors were considered when evaluating the needs of the City of Long Beach's IT department and the subsequent response.

S&L's proposal meets or exceeds the City of Long Beach's requirements based on the following criterion:

1. The Triton Enterprise management console policy operations maintain the same look and feel of the current Websense product
2. The Websense V5000 proxy appliance is rated for 5,000 concurrent users which is more than adequate for the City of Long Beach's current needs
3. The solution can be scaled up from an active/passive to active/active configuration if demands increase with the use of external load balancers
4. The Websense V5000 proxy appliance can utilize the same client configuration method as the current ISA 2006 environment
5. The integrated nature of the environment provides a single source for support (Websense) whereas the current one requires at least two (Websense and Microsoft) and up to four.
6. Correct use of an explicit proxy configuration can provide automatic Internet access from an alternate site without network modifications if deployed correctly, reducing or eliminating the need for a coordinated response from network and security teams in the event of a localized Internet Service Provider (ISP) outage

IV. PROPOSED APPROACH

The following section provides a detailed task list with timeline estimates provided. Due to the tentative nature of the actual implementation timeline and whether work can be conducted in parallel and how much, S&L proposes the use of an incremental bi-monthly milestone billing format. The estimated duration of the project is eight weeks which provides a 25% payment due per milestone.

Project Objectives

The primary objectives of this project are:

- Review the existing Websense software environment:
 - Inventory existing Websense roles, policies and reporting
- Review the existing network environment
 - Review switch and internet connectivity architecture
- Complete final design of the new Websense environment
- Implement two (2) Websense V5k appliances at City of Long Beach
 - Implement required servers and components
- Implement two (2) Websense V5k appliances at ECOC
 - Implement required servers and components
- Configure the new Websense environment with policies, reports and customizations based on the existing environment
- Migrate the user filtering environment to the newly deployed Websense appliances and Triton Management server
- Document the new Websense Environment

Long Beach Implementation

Phase I: Long Beach Review

Duration: 2 Weeks

During this phase the existing Websense environment will be reviewed. We will also review the switch infrastructure to confirm support for the network agent as required. Below is a summary list of tasks that will be performed during this phase:

1. Review existing Websense Web Security 6.3 environment
2. Review switch environment at City of Long Beach location
3. Review and identify internet connectivity path at Long Beach
4. Review the existing reporting functions that are utilized
5. Provide preliminary design of the new Websense environment
6. Document and provide migration procedures to the new Websense solution

Phase II: Long Beach Environment Build Out

Duration: 2 Weeks

This second phase will consist of the installing and configuring two Websense V5000 appliances in an active/passive configuration for the City of Long Beach environment, as well as the required servers and Triton Management infrastructure. Below is a list of tasks that will be performed during this phase:

1. Rack and cable the two (2) V5000 appliances
2. Install and configure the required servers (VM)
3. Install and configure Triton Management server & Websense Web Security
 - a. Configure SQL server environment
 - b. Install Log Server component and DC Agents
4. Complete configuration of the two V5000 appliances (including Content Gateway)
 - a. Integrate V5000 with the Triton
 - b. Integrate Websense with Active Directory
 - c. Configure Policy Server service on both V5000 appliances
 - d. Configure Network Agent on both V5000 appliances
 - i. Perform work on network infrastructure if required
5. Test basic filtering of the Websense proxy explicitly
6. Perform basic customizations as requested by the City

Phase III: Long Beach Environment Migration

Duration: 3 Weeks

This third phase will consist of configuring functionality based on the existing Websense solution, resolve existing issues, testing backup, recovery and disaster recovery functionality. Once all configuration validation has been completed, pilot group testing would begin followed by a production cutover. Below is a list of tasks that will be performed during this phase:

1. Implement the existing filters and policies in the new environment
2. Implement the reporting functionality and schedules
3. Configure backups of the new environment
4. Review, troubleshoot and resolve the Proxy Client issues
5. Perform Disaster Recovery, backup and data restore testing
6. Begin pilot group testing of the solution
7. Cutover City of Long Beach filtering environment

Phase IV: Long Beach Knowledge Transfer and Documentation

Duration: 1 Week

The final phase of this project includes documentation of the new Websense environment:

- Document the new environment
- Knowledge transfer of the new system
- Meetings and Support

Long Beach Emergency Operations Center (ECOC)

Phase I: ECOC Review

Duration: 2 Days

During this phase some existing infrastructure will be reviewed. Below is a summary list of tasks that will be performed during this phase:

1. Review switch environment at Long Beach Emergency Operations Center (ECOC)
2. Review and identify internet connectivity path at ECOC
3. Identify ECOC pilot groups

Phase II: ECOC Environment Build Out

Duration: 1 Week

This second phase will consist of the installing and configuring two Websense V5000 appliances in an active/passive configuration for the ECOC environment, as well as the required servers. Below is a list of tasks that will be performed during this phase:

1. Rack and cable 2 x V5000 appliances
2. Install and configure 2 x Servers (VM's) with Operating Systems and provided hardware specifications
3. Install Log Server component and DC Agent
4. Install Policy Broker Replica/Triton and DC Agent on second server at ECOC
5. Complete configuration of the two V5000 appliances (including Content Gateway)
 - a. Integrate V5000 with the Triton at Long Beach
 - b. Integrate Websense with Active Directory
 - c. Configure Policy Server service on both V5000 appliances
 - d. Configure Network Agent on both V5000 appliances
6. Perform work on network infrastructure if required
7. Test basic filtering of the Websense proxy explicitly
8. Perform basic customizations as requested by the City

Phase III: ECOC Environment Migration

Duration: 2 Weeks

This third phase will consist of configuring functionality, testing backup, recovery and disaster recovery functionality. Once all configuration validation has been completed, pilot group testing would begin followed by a production cutover. Below is a list of tasks that will be performed during this phase:

1. Configure backups of the new environment
2. Perform Disaster Recovery, backup and data restore testing
3. Begin pilot group testing of the solution
4. Cutover ECOC filtering environment

Phase IV: ECOC Documentation

Duration: 2 Days

The final phase of this project includes documentation of the new Websense environment:

- Document the new environment

V. PROJECT DELIVERABLES

The City of Long Beach Deliverables

- Provide all hardware (see table below), software and licenses as required for the project
- Provide a currently functional Websense Web Security Environment for review
- Provide a functional Active Directory and DNS environment
- Provide a functional internet environment (with failover capabilities from LB to ECOC)
- Provide a list of issues that need to be addressed as part of this project (proxy client)
- Provide a list of Websense customizations as required
- Provide a list of reports that are required
- Provide a Websense services account (AD integrated)
- Provide pilot group lists at both locations (3 groups of around 50 users each)
- Provide sample workstations for testing purposes
- Provide sample user accounts for basic testing purposes
- Provide network equipment and administrator level server access during this project
- Provide adequate work space during this project
- Provide remote access to the environments (LB & ECOC)
- One internal resource for informational purposes

Long Beach	
Triton Management Server	<ul style="list-style-type: none"> ➤ Windows 2008 R2 or Windows 2012/Windows 2012 R2 <ol style="list-style-type: none"> 1. .NET Framework version 3.5 or higher 2. No underscores (_) in server name 3. All MS updates applied 4. Anti-Virus disabled for installation 5. Windows Firewall disabled 6. Adobe Flash installed 7. Disable UAC ➤ Disk - OS – 100GB, DATA - 150GB ➤ 8GB RAM ➤ 4 CPU (2.5Ghz or better)

<p>Websense SQL/Log Server</p>	<ul style="list-style-type: none"> ➤ OS - Windows 2008 R2 or Windows 2012 <ol style="list-style-type: none"> 1. .NET Framework version 3.5 or higher 2. No underscores (_) in server name 3. All MS updates applied 4. Anti-Virus disabled for installation 5. Windows Firewall disabled 6. Disable UAC ➤ Supported SQL versions -SQL Server 2008, SQL Server R2, SQL Server 2012 ➤ Disk - OS – 100GB, DATA - 800GB, Logs 200GB ➤ 12GB RAM ➤ 4 CPU (2.5Ghz or better)
<p>ECOC</p>	
<p>Policy Replica/Triton</p>	<ul style="list-style-type: none"> ➤ Windows 2008 R2 or Windows 2012/Windows 2012 R2 <ol style="list-style-type: none"> 1. .NET Framework version 3.5 or higher 2. No underscores (_) in server name 3. All MS updates applied 4. Anti-Virus disabled for installation 5. Windows Firewall disabled 6. Adobe Flash installed 7. Disable UAC ➤ Disk - OS – 100GB, DATA - 150GB ➤ 8GB RAM ➤ 4 CPU (2.5Ghz or better)
<p>Websense Log Server</p>	<ul style="list-style-type: none"> ➤ Windows 2008 R2 or Windows 2012/Windows 2012 R2 <ol style="list-style-type: none"> 1. .NET Framework version 3.5 or higher 2. No underscores (_) in server name 3. All MS updates applied 4. Anti-Virus disabled for installation 5. Windows Firewall disabled 6. Adobe Flash installed 7. Disable UAC ➤ Disk - OS – 100GB ➤ 4GB RAM ➤ 4 CPU (2.5Ghz or better)

Table 1.1 Websense Component Hardware & Software Requirements

S. & L. International, Inc. Deliverables

- Review the existing City of Long Beach Websense software environment
- Review the existing City of Long Beach network environment
- Complete final design of the new Websense environment
- Work with City personnel to design and deploy the new system
- Implement two (2) Websense V5k appliances at City of Long Beach

- Implement two (2) Websense V5k appliances at ECOC
- Implement required servers and components
- Configure the new Websense environment with policies, reports and customizations based on the existing environment
- Migrate the user filtering environment to the newly deployed Websense appliances and Triton Management server
- Provide basic Training to designated City administrators
- Provide Project Management
- Document the new Websense Environment

Project Assumptions

1. S&L assumes the work will be conducted during normal business hours unless otherwise stated
2. If some periods of service interruption will occur, City of Long Beach will notify its user community and provide reasonable maintenance windows
3. The existing switching infrastructure in both City of Long Beach and ECOC supports port mirroring to the V5000 appliances
4. A functional WAN environment exists between City of Long Beach and ECOC environments

VI. PROJECT STAFFING, TIMING AND COST

Various members of the S & L International Team will staff this project. Natalie Sandoval will be responsible for the overall quality of the work and will be participating in key steps of the engagement. She will also provide ongoing updates and final deliverables for the project.

We are prepared to begin the project upon acceptance of the proposal. The project is expected to take approximately eight weeks to complete once all hardware, software, and licenses have arrived on site.

Our consulting fees for this engagement are presented on the attached quotation. S & L International will provide reports detailing project status update, hours utilized and upcoming tasks.

Normal Business Hours

(Monday-Friday 8:30AM-5:30PM)

Consulting Criteria:

- Four-hour minimum for all site visits
- All staffing requests will need to be scheduled at least 72 hours in advance; emergency requests are handled on a best-effort basis.

▪ Job Change Order Procedures

S & L International has a structured methodology with respect to managing unexpected scope changes. We are providing City of Long Beach with a fixed fee based on the tasks outlined in this document. However, scope changes may be encountered in projects such as this one. If items requiring a scope change are identified, the following are the high-level steps that we will follow to discuss these with City of Long Beach:

- Discuss and confirm the need for additional work with City of Long Beach
- Identify additional tasks and deliverables associated with the scope change
- Estimate the work effort associated with the additional tasks and deliverables
- Based on the work effort estimate, determine the impact on schedule and budget, including contingency
- Use contingency budget, if possible and if approved by City of Long Beach
- Draft an amendment to the statement of work if the estimates:
 - Require additional resources
 - Affect the project schedule or budget

If you have any questions, please feel free to contact me at 626-405-0999. I want to thank you for this opportunity and we look forward to working for you.

Sincerely,

Tom Murphy
Director

Summary

Over fifteen years of progressive experience in the IT field with design, implementation and management of heterogeneous LANs and WANs. A wide range of experience in areas such as Disaster Recovery planning and implementation, software implementation and troubleshooting complex architectures.

Specialty Areas

- Local Area Networks
- Wide Area Networks
- Storage Area Networks
- Network Administration and Support
- Disaster Recovery
- Messaging and Archiving
- Intrusion Detection and Prevention
- Project Management
- Operations Management
- Client Support

Professional Accomplishments

DISASTER RECOVERY AND WINDOWS 2012 , ACTIVE DIRECTORY AND EXCHANGE 2013

- Designed a redundant site at Colocation DR facility in Dallas, TX
- Design and implemented a SAN solution for all International locations
- Implemented a fully redundant WAN structure from all sites to DR facility and HQ
- Implemented solutions for application failover
- Implemented Exchange 2013 to replace Exchange 2003 systems
- Implemented Exchange fall-over solution
- Implemented multiple Exchange stores to allow for faster backups and recovery
- Implemented Exchange archiving solution to meet FINRA regulations

REDUNDANT AND SECURE CISCO LAN

- Implemented fully meshed LAN with Dual Cisco Switches in the core and redundant connectivity to IDFs
- Implemented redundant Cisco ASA firewalls at the ingress/egress point in the network
- Created access lists on all routers to eliminate unnecessary traffic

Product Proficiencies

- Cisco Systems (CCNA)
- Microsoft Certified (MCP)
- Windows Server 2003 to 2012 R2
- Exchange 2003 to 2013
- Microsoft OCS to Lync 2013
- Microsoft SQL 2000 to 2012
- Microsoft Systems Center Suite
- Dell Compellent and EqualLogic SAN
- Nimble SAN
- VMware VCP 5.x
- Microsoft Hyper-V virtualization
- Numerous backup & replication solutions
- Cisco ASA Firewalls
- Websense Solutions

Work History

SENIOR SYSTEMS
CONSULTANT

S & L International, Inc.
Pasadena, CA

1997-Present

Education

BACHELOR OF SCIENCE
BUSINESS ADMINISTRATION

California Polytechnic University
Pomona, CA

1998

Rhonda M. Allen

27930 Cherry Blossom Pl. – Valencia, CA 91354 – rhonda.allen@gmx.com – 661-257-1111 (Home)

Systems Engineer

SUMMARY

- ◆ Customer service oriented with strong leadership skills
- ◆ 12+ years' experience in various aspects of IT from graphics and web design to server network management and implementation
- ◆ Experienced and knowledgeable in many technologies including Active Directory, Group Policy, Exchange, Office 365, Hyper V, Websense and Datto DR.
- ◆ Have had the opportunity to work in scores of IT environments, gaining exposure to new ideas and practices
- ◆ Implementing and supporting IT products and services in a variety of environments and under a variety of different budgets
- ◆ Stay up to date with new IT practices as a hobby

EDUCATION & CERTIFICATIONS

College of the Canyons (1992-1995)

Certifications

- ◆ Microsoft Certified Systems Engineer
- ◆ Microsoft Certified Systems Engineer – Messaging
- ◆ Microsoft Certified Systems Administrator
- ◆ Microsoft Certified Systems Administrator – Messaging
- ◆ Microsoft Certified Technology Specialist – Exchange 2007
- ◆ Microsoft Certified IT Professional - Exchange 2007
- ◆ Microsoft Certified Technology Specialist - Windows Server 2008 Hyper V, Configuration
- ◆ Microsoft Certified Technology Specialist – System Center Virtual Machine Manager, Configuration
- ◆ Microsoft Certified IT Professional – Exchange 2010
- ◆ Left Hand Networks Certified
- ◆ Vertical Networks Instant Office Systems
- ◆ Vertical Networks WAVE IP Systems
- ◆ Datto Backup/DR Advanced Trained Engineer
- ◆ Websense Web Olympian v7.7.3

EXPERIENCE

S & L, INTERNATIONAL

2012 - Present

Senior Systems Engineer

IT consulting for clients with a variety of different technologies ranging from Microsoft server technologies to Websense Data Protection and Web Filtering

DATALINK NETWORKS – SANTA CLARITA

2003 - 2012

Level II Microsoft Server Engineer Consultant/Level II Telecom Engineer Consultant

Implement and Support Microsoft and Vertical Networks related technologies for clients seeking IT assistance

- ◆ Implement Microsoft Hyper-V virtualization solution to better utilize and consolidate hardware
- ◆ Implement cutting-edge virtualization and VDI environments with Microsoft and Quest
- ◆ Manage corporate datacenter
- ◆ Trained and managed new technicians in the field
- ◆ Managed the Microsoft Gold Partner Status for the corporate entity
- ◆ Attended training seminars for vendor specific technologies
- ◆ Implemented new Microsoft technologies in test environments to better angle client sales and expectations

-
- ◆ Continuous study and testing to maintain company gold partner status and specializations
 - ◆ Implement a variety of technologies to accommodate all budgets
 - ◆ Provide on-call 24x7 Help Desk support to multiple companies
 - ◆ Manage several IT client accounts with great efficiency and success
 - ◆ Traveled to Nevada, Arizona and Utah regularly for client network and phone system installs
 - ◆ Managed and maintained all of Datalink Networks' Vertical phone system clients across the United States
 - ◆ Devoted 15% of time to presales and sales support
 - ◆ Earned Engineer of the Year four times based on customer service, team leadership, and billable hours achieved

OTHER EXPERIENCE

Starbucks Coffee Company

1996-2003

Shift Supervisor

Managed employees and staff during busiest parts of the day

- ◆ Responsible for cash handling
- ◆ Created employee schedules
- ◆ Managed small groups of employees during very busy morning shifts
- ◆ Designed employee allocation schedule to increase efficiency and presented it to the corporate office
- ◆ Was consistently recognized as a valuable employee
- ◆ Provided excellent customer service to a hundreds of customers dally

FWC Networks

1998-2000

Website Content Develop/Graphic Design

Responsible for writing all HTML for the only live internet talk show on the web at the time, *The Jessica Hahn Show*.
Created graphics and advertising for *The Jessica Hahn Show*.

- ◆ Responsible for all HTML
- ◆ Editing of images and creation of search engine advertising
- ◆ Responsible for registering with search engines and increasing traffic to website
- ◆ Monitored chat room during show times

Jim Prudhomme

Sr. System Engineer

Summary of Experience

- Access, design, and implement network solutions for a wide range of client types and needs, including:
 - Private Enterprise
 - Public Entities, including Education
 - Finance and Banking
 - Healthcare
 - Small and Medium Business Profiles
- Focus on high value-add solutions:
 - Converged networks (voice, video, and storage) over traditional IP backbones
 - Disaster Tolerant/Recovery solutions for large- to medium-sized networks
- Developed and deployed secure enterprise solutions, using a wide range of technologies and methods:
 - Perimeter- firewall, router and switch hardening
 - Network- intrusion detection systems, port-based security, centralized access control systems
 - Host-IDS systems, application-specific server/appliance solutions
- Extensive background working with telephony systems and technologies

Experience

- Sr. System Engineer* ▪ Architect and principal engineer responsible for the design and operation of a multi-national investment banking firm. Designed, implemented and supported internal LAN supporting data, voice and storage (fiber channel), WAN utilizing multi-vendor MPLS and IPSec connections, perimeter security, device management and centralized logging meeting SOX and FINRA statutory requirements. Design multiple levels of fault tolerance with no single points of failure for network, server and storage systems.
- S&L International* ▪ Architect and principal engineer for a fully redundant network implementation for a multi-national Merger and Acquisition firm. Designed incorporated two separate carriers as well as WAN optimization appliances. Solution incorporated application-aware load balancing and failover
- Present-May 2004* ▪ Architect and principal engineer responsible for the design and operation of an e-commerce site for an online legal self-help firm with daily sales of \$400,000. Designed and implemented core network, security systems (firewalls, IPS, and logging), load balancing, and HA solution to warm standby facility.
- Architect and principal engineer for an IPS implementation at a large, multi-national law firm. Designed and implemented an IPS solution to cover internal and DMZ subnets.

- Architect and principal engineer for a secure forward proxy solution using inline content filtering and anti-virus scanning for a large multi-nation law firm. Project encompassed nearly 1,700 users throughout the firms' fourteen offices.
- Functioned as architect or principal engineer on nearly 40 projects covering storage systems, network security, backup and disaster recovery, server consolidation and virtualization.

*Technical Consultant, ▪
Avnet Enterprise
Solutions
May 2004-October,
2001*

- Principal engineer for a converged voice and data network for multi-national clothing manufacturing using existing and new frame relay network connections. Customer realized a return on investment of ninety days for the international phase of the project in long distance toll bypass.
- Principal architect and engineer for network assessment for a mid-sized regional banking institution. Recommended and implemented security solution addressing auditor's findings. Recommended and implemented changes to the converged voice/data design enabled 30% growth capacity using existing equipment, while vastly improving voice quality. Further, network utilization was reduced by 7% to 15% providing the same level of service.
- Designed a new converged network infrastructure for domestic business unit of a large international electronics systems manufacturer. Design enabled the customer to deploy a state of the art network infrastructure that is scalable, resilient, secure, and easily managed. Was able to attain an extra 65% budgetary allotment by providing an accurate business case demonstrating a thirty-two month ROI on a larger project, with a stated useful life of fifteen years.
- Lead engineer for a network security project for a national newspaper association. Designed a new firewall and hardened SMTP relay system enabling secure site Internet access and screening of the client's NT Exchange servers with high-availability Linux servers.

*Williams
Communications
Solutions
1998-2001*

- Principal engineer for network migration of a large insurance carrier. Provided engineering and technical support services for transition of host site 34 remote offices. Project was completed on-time with nearly no unscheduled outages.
- Principal engineer for a converged voice and data network project for a national promotion agency. Designed and implemented a voice over frame relay network networking legacy key systems with a coordinated dial plan.
- Designed, configured and implemented network (voice and data) access system of a large regional charity organization. Host site was connected to 24 remote sites, with a mix of PBX's, PBX remote cabinets, key systems, and routers. Provided engineering services for installation and problem resolution.
- Provide pre-sales engineering support for a large sales force in Southwestern area. Design and specify equipment for medium to large information networks using a variety of technologies:
 - Routers, switches, and remote access
 - Security technology- VPN, AAA, firewalls
 - Network management
 - Disaster Tolerance/Disaster Recovery solutions
 - Enhanced network transport- QoS, VoIP, BGP

- Telecommunications Technician,
South Coast AQMD
1990-1998*
- Provided user support services for 850 user network. Responsible for supporting all aspects of the IT infrastructure, including voice, network, and server technologies.
 - Responsible for operating the organization's private microwave radio network providing voice and data transport. Lead engineer responsible for redesign of network to provide toll-bypass services and optimize traffic loading
 - Lead engineer responsible for a variety of projects key to the organization:
 - Private video conferencing system allowing key legislative and management personnel to eliminate travel costs and maintain tight schedules
 - Principal project manager for all of the organizations desktop technology migrations.
 - Responsible for the creation of the organizations server platform standards and compliance guidelines.
 - Designed the organizations new network infrastructure (network core, remote access, server, and voice), resulting in an increase in service capacity while reducing costs 6% annually.
 - Responsible for drafting most of the organizations larger technology request for quotes/proposals. Also responsible for evaluating responses, and selecting vendors.
 - Supervised full-time and contract technical support personnel, including help desk, desktop repair, and computer operators.
- Senior Field Engineer,
Decision Data
1981-1990*
- Provided engineering support services to customer base in the Los Angeles region. Supported a variety of computer equipment platforms, including mini- and mid-range multi-user systems, large disk and tape subsystems, on- and off-line printers, and communications systems.

Education

Control Data Institute

Computer Technology Program

- Electronics, computing, mathematics

Current

- Cisco CCNA, CCDA, CCNP
- CISSP



<p>To: City of Long Beach 333 W. Ocean Boulevard Long Beach, CA 90802</p> <p>RFP TS14-042</p> <p>Date: June 3, 2014</p>	<p>From: S & L International, Inc. 150 E. Colorado Blvd., Suite 203 Pasadena, CA 91105 Phone: (626) 405-0999 FAX: (626) 405-9415 Tom Murphy tmurphy@slinternational.com Federal Tax ID: ██████████</p>
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Websense Web Security Gateway City of Long Beach Quotation

Item	Description	Qty	Unit Price	Extended Price
Websense Migration From Web Filter to Web Security Gateway Subscription 2600 Users				
1	<p><u>Websense Security Gateway</u>: Unique insight into the dynamic nature of Web 2.0 enables organizations to securely embrace the new technology; analyzes Web traffic in real-time, instantly categorizing new sites and dynamic content, proactively discovering security risks, and blocking dangerous malware; Reliable content analysis, including SSL encrypted content; State-of-the-art, Web-based GUI allows you to enforce policies and reduce management costs. 1 Month</p>	1	\$ 3,690.70	\$ 3,690.70
Websense Web Security Gateway 2600 Users (Renewal)				
2	<p><u>Websense Security Gateway</u>: Unique insight into the dynamic nature of Web 2.0 enables organizations to securely embrace the new technology; analyzes Web traffic in real-time, instantly categorizing new sites and dynamic content, proactively discovering security risks, and blocking dangerous malware; Reliable content analysis, including SSL encrypted content; State-of-the-art, Web-based GUI allows you to enforce policies and reduce management costs. 12 months subscription.</p>	1	\$ 35,942.40	\$ 35,942.40
	<p><u>Websense Enterprise and Report Tools</u>: Includes use of Websense Enterprise, plus <u>Productivity tool</u>: blocks advertisements, freeware/shareware downloads, instant messaging, message boards & clubs, online brokerage & trading, and pay-to-surf sites, <u>Bandwidth tool</u>: blocks Internet radio & TV, Internet telephony, peer-to-peer file sharing, personal network storage/backup, and streaming media. <u>Bandwidth Optimizer</u>: allows administrators to limit the bandwidth resources made available to applications. Management features provide enterprise-class administrative, reporting, auditing, logging, and alerting features. <u>Delegated Reporting</u> increases the visibility of activities, security risks, and productivity risks in individual areas. Use of all three reporting tools, daily database downloads, software maintenance for filtering, monitoring and reporting, and standard Technical Support</p>			

	<p><u>Security Filtering:</u> Malicious Web Sites - Blocks web sites found to have Malicious Code (MMC), Spyware, and Phishing (fraudulent websites) and Keylogger sites. Blocks known threats before they reach the desktop endpoint, identifies security threats—including spyware, drive-by spyware, bots and bot network traffic, malware, phishing, pharming, and keylogging—and blocks access at the internet gateway including backchannel communications to host servers. Alerts administrators on email-borne worm traffic in the network. Blocks malicious HTTP traffic on all ports, closing the “ports” used by sophisticated internet threats and spyware and keylogger backchannel communications.</p>			
	<p><u>Real Time Security Updates (RTSU):</u> Websense provides Real Time Security Updates to the Security PG categories, Mobile Malicious Code, Spyware, Phishing, and Key Logger web sites. Real Time updates will reduce the window of exposure between normal database updates from Websense, and will provide Real Time Security Updates when high security threats or events dictate immediate action, such as when a website becomes infected with malicious code or other viruses that could do harm to a user's machine. Real-Time Security Updates are available within minutes of the discovery of a new high-risk threat with no administrative intervention required.</p>			
	<p><u>IM Attachment Manger (IMA):</u> Control the security and legal risks posed by the unmanaged use of IM attachments, and it helps optimize IT resource allocation and employee productivity.</p>			
	<p><u>Security Labs Alerts:</u> Informs the internet security community and Websense customers of emerging threats and attacks such as malicious websites, phishing attacks, keyloggers, other web-based threats, and also alerts administrators on email-borne worm traffic in the network.</p>			
	<p><u>Security Labs SiteWatcher:</u> A service that alerts Websense customers if their organization's website has been infected with MMC. This allows the organization to take immediate measures to prevent the spread of MMC to customers, prospects, and partners visiting its website.</p>			
	<p><u>Security Labs BrandWatcher:</u> A value-added service that alerts Websense customers if their organization's website or brand has been targeted in a phishing or malicious keylogging code attack and blocks malicious HTTP traffic on Port 80 and all other ports. This service provides the organization with security intelligence including the attack details and other security-related information.</p>			
	<p><u>Threat Watcher:</u> Provides Websense customers with a “hacker's-eye” view of their web server, regularly scanning for known vulnerabilities and potential threats and reporting on risk levels and recommended actions through a web-based portal. With ThreatWatcher, organizations can prevent attacks on their web servers before they happen.</p>			



3	Premium Support: 24x 7 Standard Support , 365 days a year, and priority call access and email support provides phone and email support during business hours, plus unlimited access to MyWebsense Web portal and knowledge Base resources. 13 Months Subscription	1	\$ 7,985.25	\$ 7,985.25
4	Websense V5000 Proxy Appliance - 36 Month Warranty included	2	\$ 5,395.50	\$ 10,791.00
5	Rail Kit for Websense V5000 Proxy Appliance	2	\$ 112.50	\$ 225.00
6	Freight for V series Appliance	2	\$ 119.00	\$ 238.00
*Total Cost:				\$ 58,872.35

Subscription Terms: July 14, 2014 - July 13, 2015

Terms and Conditions

**Pricing does not include any applicable taxes or shipping*

Purchase Order must include : Primary contact name, email address and phone number for updates.

Payment Terms : Net 30 days

Authorization for City of Long Beach: _____

Printed: _____

Date: _____

Purchase Order Number: _____



To: **City of Long Beach**
 333 W. Ocean Boulevard
 Long Beach, CA 90802

RFP TS14-042

Date: June 3, 2014

From: **S & L International, Inc.**
 150 E. Colorado Blvd., Suite 203
 Pasadena, CA 91105
 Phone: (626) 405-0999
 FAX: (626) 405-9415
 Tom Murphy
tmurphy@slinternational.com
 Federal Tax ID: [REDACTED]

Websense Web Security Gateway City of Long Beach - Professional Services

Item	Description	Qty	Unit Price	Extended Price
Websense Migration From Web Filter to Web Security Gateway with (2) V5K Appliances				
1	<u>Websense Security Gateway</u> : Professional Services responsive to RFP TS14-042 - Websense Upgrade for the City of Long Beach Technology Services Department. These services are for the City of Long Beach location.	1	\$ 37,800.00	\$ 37,800.00
*Total Cost:				\$ 37,800.00

Terms and Conditions

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From: S & L International, Inc.
 150 E. Colorado Blvd., Suite 203
 Pasadena, CA 91105
 Phone: (626) 405-0999
 FAX: (626) 405-9415
 Tom Murphy
 tmurphy@slinternational.com
 Federal Tax ID: [REDACTED]

Websense Web Security Gateway ECOC Quotation

Item	Description	Qty	Unit Price	Extended Price
Websense Web Security Gateway V5K Appliances for ECOC				
1	Websense V5000 Proxy Appliance - 36 Month Warranty included	2	\$ 5,395.50	\$ 10,791.00
2	Rail Kit for Websense V5000 Proxy Appliance	2	\$ 112.50	\$ 225.00
3	Freight for V series Appliance	2	\$ 119.00	\$ 238.00
*Total Cost:				\$ 11,254.00

Subscription Terms: July 14, 2014 - July 13, 2015

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 Phone: (626) 405-0999
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 Tom Murphy
tmurphy@slinternational.com
 Federal Tax ID: [REDACTED]

Websense Web Security Gateway ECOC Quotation - Professional Services

Item	Description	Qty	Unit Price	Extended Price
Websense Migration From Web Filter to Web Security Gateway with (2) V5K Appliances				
1	Websense Security Gateway: Professional Services responsive to RFP TS14-042 - Websense Upgrade for the City of Long Beach Technology Services Department. These services are for the ECOC location.	1	\$ 14,850.00	\$ 14,850.00
*Total Cost:				\$ 14,850.00

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 FAX: (626) 405-9415
 Tom Murphy
 tmurphy@slinternational.com
 Federal Tax ID: [REDACTED]

Websense Web Security Gateway - ESTIMATED PRICING FOR 2015 RENEWAL

Item	Description	Qty	Unit Price	Extended Price
Websense Web Security Gateway 2600 Users (Renewal)				
1	<u>Websense Security Gateway</u> : Unique insight into the dynamic nature of Web 2.0 enables organizations to securely embrace the new technology; analyzes Web traffic in real-time, instantly categorizing new sites and dynamic content, proactively discovering security risks, and blocking dangerous malware; Reliable content analysis, including SSL encrypted content; State-of-the-art, Web-based GUI allows you to enforce policies and reduce management costs. 12 months subscription.	1	\$ 65,520.00	\$ 65,520.00
	<u>Websense Enterprise and Report Tools</u> : Includes use of Websense Enterprise, plus <u>Productivity tool</u> : blocks advertisements, freeware/shareware downloads, instant messaging, message boards & clubs, online brokerage & trading, and pay-to-surf sites, <u>Bandwidth tool</u> : blocks Internet radio & TV, Internet telephony, peer-to-peer file sharing, personal network storage/backup, and streaming media. <u>Bandwidth Optimizer</u> : allows administrators to limit the bandwidth resources made available to applications. Management features provide enterprise-class administrative, reporting, auditing, logging, and alerting features. <u>Delegated Reporting</u> increases the visibility of activities, security risks, and productivity risks in individual areas. Use of all three reporting tools, daily database downloads, software maintenance for filtering, monitoring and reporting, and standard Technical Support			
	<u>Security Filtering</u> : Malicious Web Sites - Blocks web sites found to have Malicious Code (MMC), Spyware, and Phishing (fraudulent websites) and Keylogger sites. Blocks known threats before they reach the desktop endpoint, identifies security threats—including spyware, drive-by spyware, bots and bot network traffic, malcode, phishing, pharming, and keylogging—and blocks access at the internet gateway including backchannel communications to host servers. Alerts administrators on email-borne worm traffic in the network. Blocks malicious HTTP traffic on all ports, closing the “ports” used by sophisticated internet threats and spyware and keylogger backchannel communications.			
	<u>Real Time Security Updates (RTSU)</u> : Websense provides Real Time Security Updates to the Security PG categories, Mobile Malicious Code, Spyware, Phishing, and Key Logger web sites. Real Time updates will reduce the window of exposure between normal database updates from Websense, and will provide Real Time Security Updates when high security threats or events dictate immediate action, such as when a website becomes infected with malicious code or other viruses that could do harm to a user's machine. Real-Time Security Updates are available within minutes of the discovery of a new high-risk threat with no administrative intervention required.			
	<u>IM Attachment Manger (IMA)</u> : Control the security and legal risks posed by the unmanaged use of IM attachments, and it helps optimize IT resource allocation and employee productivity.			



	<p><u>Security Labs Alerts:</u> Informs the internet security community and Websense customers of emerging threats and attacks such as malicious websites, phishing attacks, keyloggers, other web-based threats, and also alerts administrators on email-borne worm traffic in the network.</p>			
	<p><u>Security Labs SiteWatcher:</u> A service that alerts Websense customers if their organization's website has been infected with MMC. This allows the organization to take immediate measures to prevent the spread of MMC to customers, prospects, and partners visiting its website.</p>			
	<p><u>Security Labs BrandWatcher:</u> A value-added service that alerts Websense customers if their organization's website or brand has been targeted in a phishing or malicious keylogging code attack and blocks malicious HTTP traffic on Port 80 and all other ports. This service provides the organization with security intelligence including the attack details and other security-related information.</p>			
	<p><u>Threat Watcher:</u> Provides Websense customers with a "hacker's-eye" view of their web server, regularly scanning for known vulnerabilities and potential threats and reporting on risk levels and recommended actions through a web-based portal. With ThreatWatcher, organizations can prevent attacks on their web servers before they happen.</p>			
2	<p>Premium Support: 24x 7 Standard Support , 365 days a year, and priority call access and email support provides phone and email support during business hours, plus unlimited access to MyWebsense Web portal and knowledge Base resources. 12 Months Subscription</p>	1	\$ 12,168.00	\$ 12,168.00
*Total Cost:				\$ 77,688.00

Subscription Terms: July 14, 2015 - July 13, 2016

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 FAX: (626) 405-9415
 Tom Murphy
tmurphy@slinternational.com
 Federal Tax ID: [REDACTED]

Websense Web Security Gateway - ESTIMATED PRICING FOR 2016 RENEWAL

Item	Description	Qty	Unit Price	Extended Price
Websense Web Security Gateway 2600 Users (Renewal)				
1	<p><u>Websense Security Gateway</u>: Unique insight into the dynamic nature of Web 2.0 enables organizations to securely embrace the new technology; analyzes Web traffic in real-time, instantly categorizing new sites and dynamic content, proactively discovering security risks, and blocking dangerous malware; Reliable content analysis, including SSL encrypted content; State-of-the-art, Web-based GUI allows you to enforce policies and reduce management costs. 12 months subscription.</p>	1	\$ 65,520.00	\$ 65,520.00
	<p><u>Websense Enterprise and Report Tools</u>: Includes use of Websense Enterprise, plus <u>Productivity tool</u>: blocks advertisements, freeware/shareware downloads, instant messaging, message boards & clubs, online brokerage & trading, and pay-to-surf sites, <u>Bandwidth tool</u>: blocks Internet radio & TV, Internet telephony, peer-to-peer file sharing, personal network storage/backup, and streaming media. <u>Bandwidth Optimizer</u>: allows administrators to limit the bandwidth resources made available to applications. Management features provide enterprise-class administrative, reporting, auditing, logging, and alerting features. <u>Delegated Reporting</u> increases the visibility of activities, security risks, and productivity risks in individual areas. Use of all three reporting tools, daily database downloads, software maintenance for filtering, monitoring and reporting, and standard Technical Support</p>			
	<p><u>Security Filtering</u>: Malicious Web Sites - Blocks web sites found to have Malicious Code (MMC), Spyware, and Phishing (fraudulent websites) and Keylogger sites. Blocks known threats before they reach the desktop endpoint, identifies security threats—including spyware, drive-by spyware, bots and bot network traffic, malcode, phishing, pharming, and keylogging—and blocks access at the internet gateway including backchannel communications to host servers. Alerts administrators on email-borne worm traffic in the network. Blocks malicious HTTP traffic on all ports, closing the “ports” used by sophisticated internet threats and spyware and keylogger backchannel communications.</p>			
	<p><u>Real Time Security Updates (RTSU)</u>: Websense provides Real Time Security Updates to the Security PG categories, Mobile Malicious Code, Spyware, Phishing, and Key Logger web sites. Real Time updates will reduce the window of exposure between normal database updates from Websense, and will provide Real Time Security Updates when high security threats or events dictate immediate action, such as when a website becomes infected with malicious code or other viruses that could do harm to a user's machine. Real-Time Security Updates are available within minutes of the discovery of a new high-risk threat with no administrative intervention required.</p>			
	<p><u>IM Attachment Manger (IMA)</u>: Control the security and legal risks posed by the unmanaged use of IM attachments, and it helps optimize IT resource allocation and employee productivity.</p>			



	<u>Security Labs Alerts:</u> Informs the internet security community and Websense customers of emerging threats and attacks such as malicious websites, phishing attacks, keyloggers, other web-based threats, and also alerts administrators on email-borne worm traffic in the network.			
	<u>Security Labs SiteWatcher:</u> A service that alerts Websense customers if their organization's website has been infected with MMC. This allows the organization to take immediate measures to prevent the spread of MMC to customers, prospects, and partners visiting its website.			
	<u>Security Labs BrandWatcher:</u> A value-added service that alerts Websense customers if their organization's website or brand has been targeted in a phishing or malicious keylogging code attack and blocks malicious HTTP traffic on Port 80 and all other ports. This service provides the organization with security intelligence including the attack details and other security-related information.			
	<u>Threat Watcher:</u> Provides Websense customers with a "hacker's-eye" view of their web server, regularly scanning for known vulnerabilities and potential threats and reporting on risk levels and recommended actions through a web-based portal. With ThreatWatcher, organizations can prevent attacks on their web servers before they happen.			
2	Premium Support: 24x 7 Standard Support , 365 days a year, and priority call access and email support provides phone and email support during business hours, plus unlimited access to MyWebsense Web portal and knowledge Base resources. 12 Months Subscription	1	\$ 12,168.00	\$ 12,168.00
*Total Cost:				\$ 77,688.00

Subscription Terms: July 14, 2016 - July 13, 2017

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EXHIBIT “C”

City Representative Named: None

EXHIBIT “D”

Materials/Information Furnished: None