



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

13 C. Contractor represents that Contractor has obtained all  
14 necessary information on conditions and circumstances that may affect its  
15 performance and has conducted site visits, if necessary.

16 D. By executing this Agreement, Contractor warrants that  
17 Contractor (a) has thoroughly investigated and considered the scope of services to  
18 be performed, (b) has carefully considered how the services should be performed,  
19 and (c) fully understands the facilities, difficulties and restrictions attending  
20 performance of the services under this Agreement. If the services involve work upon  
21 any site, Contractor warrants that Contractor has or will investigate the site and is  
22 or will be fully acquainted with the conditions there existing, prior to commencement  
23 of services set forth in this Agreement. Should Contractor discover any latent or  
24 unknown conditions that will materially affect the performance of the services set  
25 forth in this Agreement, Contractor must immediately inform the City of that fact and  
26 may not proceed except at Contractor's risk until written instructions are received  
27 from the City.

28 E. Contractor must adopt reasonable methods during the life of

1 the Agreement to furnish continuous protection to the work, and the equipment,  
2 materials, papers, documents, plans, studies and other components to prevent  
3 losses or damages, and will be responsible for all damages, to persons or property,  
4 until acceptance of the work by the City, except those losses or damages as may  
5 be caused by the City's own negligence.

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

9 2. TERM. The term of this Agreement shall commence at midnight on  
10 June 1, 2018, and shall terminate at 11:59 p.m. on June 1, 2020, unless sooner terminated  
11 as provided in this Agreement, or unless the services or the Project is completed sooner.  
12 The parties have the option to extend the term for two (2) additional one-year periods at  
13 the discretion of City Manager.

14 3. COORDINATION AND ORGANIZATION.

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

23 B. The parties acknowledge that a substantial inducement to City  
24 for entering this Agreement was and is the reputation and skill of Contractor's key  
25 employee Nicholas M. Auletta. City shall have the right to approve any person  
26 proposed by Contractor to replace that key employee.

27 4. INDEPENDENT CONTRACTOR. In performing its services,  
28 Contractor is and shall act as an independent contractor and not an employee,

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

11 5. INSURANCE.

12 A. As a condition precedent to the effectiveness of this  
13 Agreement, Contractor shall procure and maintain, at Contractor'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 Section  
17 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
18 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 completed  
24 operations liability. City, its boards and commissions, and their officials,  
25 employees and agents shall be named as additional insureds by  
26 endorsement (on City's endorsement form or on an endorsement equivalent  
27 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
28 shall contain no special limitations on the scope of protection given to City,

1 its boards and commissions, and their officials, employees and agents. This  
2 policy shall be endorsed to state that the insurer waives its right of  
3 subrogation against City, its boards and commissions, and their officials,  
4 employees and agents.

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

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

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

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

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

28 D. If this coverage is written on a "claims made" basis, it must

1 provide for an extended reporting period of not less than one hundred eighty (180)  
2 days, commencing on the date this Agreement expires or is terminated, unless  
3 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,  
4 continuing coverage for a period of not less than three (3) years, commencing on  
5 the date this Agreement expires or is terminated.

6 E. Contractor shall require that all sub-contractors or contractors  
7 that Contractor uses in the performance of these services maintain insurance in  
8 compliance with this Section unless otherwise agreed in writing by City's Risk  
9 Manager or designee.

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

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

25 H. The procuring or existence of insurance shall not be construed  
26 or deemed as a limitation on liability relating to Contractor's performance or as full  
27 performance of or compliance with the indemnification provisions of this Agreement.

28 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement

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

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

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

25 9. OWNERSHIP OF DATA. All materials, information and data  
26 prepared, developed or assembled by Contractor or furnished to Contractor in connection  
27 with this Agreement, including but not limited to documents, estimates, calculations,  
28 studies, maps, graphs, charts, computer disks, computer source documentation, samples,

1 models, reports, summaries, drawings, designs, notes, plans, information, material and  
2 memoranda ("Data") shall be the exclusive property of City. Data shall be given to City,  
3 and City shall have the unrestricted right to use and disclose the Data in any manner and  
4 for any purpose without payment of further compensation to Contractor. Copies of Data  
5 may be retained by Contractor but Contractor warrants that Data shall not be made  
6 available to any person or entity for use without the prior approval of City. This warranty  
7 shall survive termination of this Agreement for five (5) years.

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

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

26           12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a  
27 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor  
28 knew prior to the time City disclosed it; or (b) is or becomes publicly available without



1 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does  
2 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant  
3 to subpoena or court order.

4           13. ADDITIONAL SERVICES. The City has the right at any time during  
5 the performance of the services, without invalidating this Agreement, to order extra work  
6 beyond that specified in the RFP or make changes by altering, adding to or deducting from  
7 the work. No extra work may be undertaken unless a written order is first given by the City,  
8 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.  
9 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in  
10 the time to perform of One Hundred Eighty (180) days or less, may be approved by the  
11 City Representative. Any greater increases, taken either separately or cumulatively, must  
12 be approved by the City Council. It is expressly understood by Contractor that the  
13 provisions of this paragraph do not apply to services specifically set forth in the RFP or  
14 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that  
15 the services to be provided pursuant to the RFP may be more costly or time consuming  
16 than Contractor anticipates and that Contractor will not be entitled to additional  
17 compensation for the services set forth in the RFP.

18           14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
19 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
20 amounts the payment of which may be in dispute or that are necessary to compensate the  
21 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
22 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
23 performing or failing to perform Contractor's obligations under this Agreement. In the event  
24 that any claim is made by a third party, the amount or validity of which is disputed by  
25 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
26 City may withhold from any payment due, without liability for interest because of the  
27 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
28 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,

1 indemnify and protect the City as elsewhere provided in this Agreement.

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

5           16. LAW. This Agreement shall be construed in accordance with the laws  
6 of the State of California, and the venue for any legal actions brought by any party with  
7 respect to this Agreement shall be the County of Los Angeles, State of California for state  
8 actions and the Central District of California for any federal actions. Contractor shall cause  
9 all work performed in connection with construction of the Project to be performed in  
10 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
11 county or municipal governments or agencies (including, without limitation, all applicable  
12 federal and state labor standards, including the prevailing wage provisions of sections 1770  
13 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
14 marshal, health officer, building inspector, or other officer of every governmental agency  
15 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be  
16 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in  
17 conflict with any applicable laws, but the remainder of the Agreement will remain in full  
18 force and effect.

19           17. PREVAILING WAGES.

20           A. Consultant agrees that all public work (as defined in California  
21 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
22 Work"), if any, shall comply with the requirements of California Labor Code sections  
23 1770 *et seq.* City makes no representation or statement that the Project, or any  
24 portion thereof, is or is not a "public work" as defined in California Labor Code  
25 section 1720.

26           B. In all bid specifications, contracts and subcontracts for any  
27 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
28 wages and the general prevailing rate for holiday and overtime work in this locality

1 for each craft, classification or type of worker needed to perform the Public Work,  
2 and shall include such rates in the bid specifications, contract or subcontract. Such  
3 bid specifications, contract or subcontract must contain the following provision: "It  
4 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
5 wages to all workers employed by the contractor in the execution of this contract.  
6 The contractor expressly agrees to comply with the penalty provisions of California  
7 Labor Code section 1775 and the payroll record keeping requirements of California  
8 Labor Code section 1771."

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

12 19. INDEMNITY.

13 A. Consultant shall indemnify, protect and hold harmless City, its  
14 Boards, Commissions, and their officials, employees and agents ("Indemnified  
15 Parties"), from and against any and all liability, claims, demands, damage, loss,  
16 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
17 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
18 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
19 in part, out of or in connection with (1) Consultant's breach or failure to comply with  
20 any of its obligations contained in this Agreement, including all applicable federal and  
21 state labor requirements including, without limitation, the requirements of California Labor  
22 Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or  
23 misrepresentations committed by Consultant, its officers, employees, agents,  
24 subcontractors, or anyone under Consultant's control, in the performance of work  
25 or services under this Agreement (collectively "Claims" or individually "Claim").

26 B. In addition to Consultant's duty to indemnify, Consultant shall  
27 have a separate and wholly independent duty to defend Indemnified Parties at  
28 Consultant's expense by legal counsel approved by City, from and against all

1 Claims, and shall continue this defense until the Claims are resolved, whether by  
2 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
3 breach, or the like on the part of Consultant shall be required for the duty to defend  
4 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
5 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
6 in the defense.

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

12 D. The provisions of this Section shall survive the expiration or  
13 termination of this Agreement.

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

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

23 22. NONDISCRIMINATION.

24 A. In connection with performance of this Agreement and subject  
25 to applicable rules and regulations, Contractor shall not discriminate against any  
26 employee or applicant for employment because of race, religion, national origin,  
27 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
28 disability. Contractor shall ensure that applicants are employed, and that employees

1 are treated during their employment, without regard to these bases. These actions  
2 shall include, but not be limited to, the following: employment, upgrading, demotion  
3 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
4 or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

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

27 E. If the City determines that the Consultant has set up or used its  
28 contracting entity for the purpose of evading the intent of the EBO, the City may

1 terminate the Agreement on behalf of the City. Violation of this provision may be  
2 used as evidence against the Consultant in actions taken pursuant to the provisions  
3 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

4 24. NOTICES. Any notice or approval required by this Agreement shall  
5 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
6 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
7 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
8 to the City Clerk at the same address. Notice of change of address shall be given in the  
9 same manner as stated for other notices. Notice shall be deemed given on the date  
10 deposited in the mail or on the date personal delivery is made, whichever occurs first.

11 25. COPYRIGHTS AND PATENT RIGHTS.

12 A. Consultant shall place the following copyright protection on all  
13 Data: © City of Long Beach, California \_\_\_\_\_, inserting the appropriate year.

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

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

25 26. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
26 that Contractor has not employed or retained any entity or person to solicit or obtain this  
27 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
28 commission or other monies based on or from the award of this Agreement. If Contractor

1 breaches this warranty, City shall have the right to terminate this Agreement immediately  
2 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
3 due under this Agreement or otherwise recover the full amount of the fee, commission or  
4 other monies.

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

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

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

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

24           31. AUDIT. City shall have the right at all reasonable times during the  
25 term of this Agreement and for a period of five (5) years after termination or expiration of  
26 this Agreement to examine, audit, inspect, review, extract information from and copy all  
27 books, records, accounts and other documents of Contractor relating to this Agreement.

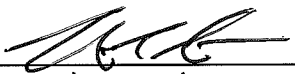
28           32. THIRD PARTY BENEFICIARY. This Agreement is not intended or

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


1 designed to or entered for the purpose of creating any benefit or right for any person or  
2 entity of any kind that is not a party to this Agreement.

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

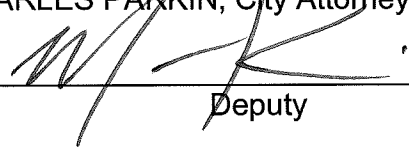
5  
6  
7 JUNE 15, 2018

TRUVIEW BSI, LLC, a New York limited liability company  
By   
Name NICHOLAS M AULETTA  
Title PRESIDENT

9  
10  
11  
12 6/27, 2018

"Contractor"  
CITY OF LONG BEACH, a municipal corporation  
By   
City Manager

14 "City"  
15 This Agreement is approved as to form on JUNE 25, 2018.

16 CHARLES PARKIN, City Attorney  
17 By   
18 Deputy

28



# EXHIBIT "A"

Scope of Work/Services



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

**City of Long Beach**  
**Request For Proposals Number PD17-044**  
**For**  
**Background Investigation Services**

Release Date:	03/23/2017
Questions Due to the City:	03/28/2017
Posting of the Q & A:	04/03/2017
Due Date:	04/11/2017

*City Contact: Michelle King Buyer II 562-570-6020*

**See Section 4 for instructions on submitting proposals.**

Company Name Summit Security Services, Inc.  
d/b/a Summit of California Contact Person Nicholas M. Auletta  
 Address 390 RXR Plaza City Unlondale State NY Zip 11556  
 Telephone ( 516 ) 240-2417 Fax ( 516 ) 368-3630 Federal Tax ID No. [REDACTED]  
 E-mail: nmauletta@summitsecurity.com

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 4/11/2017

Signed 

Print Name & Title Nicholas M. Auletta, Vice President

Rev 2016 0919

**Response to Request for Proposals Number PD 17-044 for  
Background Investigation Services,  
Volume I: Narrative/Technical Proposal**

Presented to

**City of Long Beach**  
Michelle King, Buyer II

Presented by

**Summit Security Services, Inc., d/b/a Summit of California**

Nicholas M. Auletta, Vice President

Office: 516 240-2417

[nmauletta@summitsecurity.com](mailto:nmauletta@summitsecurity.com)

Submitted on April 11, 2017

**CONFIDENTIAL PROPOSAL**

## **I. 4.11.1 Cover Letter**



April 11, 2017

Michelle King  
Buyer II  
City of Long Beach  
333 West Ocean Blvd.  
Long Beach, CA 90802

RE: RFP PD 17-044, Background Investigation Services

Dear Ms. King:

Please accept our proposal to the City of Long Beach. We want to continue to contribute to the complete success of your POST background investigations program.

The City of Long Beach Police Department is a valued Summit client. We hope that during the course of our relationship, you have come to know Summit as a team of professionals dedicated to your total satisfaction. *As the incumbent provider of these services, Project Manager Ernesto Dorame and our team of investigators has been approved by the City of Long Beach and have an intimate knowledge of the City's POST background preferences and requirements.*

Established in 1976, Summit Security Services, Inc. dba Summit of California is one of the largest privately owned investigative and security services firms in the United States. From our New York Corporate Headquarters and nine regional offices—including our West Coast Investigations Office in Arcadia, California—Summit provides world-class investigative, loss prevention, and security services to 700 clients across numerous industries in both the private and public sectors.

Summit is a full-service private investigations firm, specializing in comprehensive background investigations; fraud and criminal investigations; performance and compliance audits; undercover/covert operations; mystery shops; surveillance; administrative and employee-related investigations; insurance investigations; and litigation support.

We are a licensed private investigator in California (P.I. 26577), New York, New Jersey, Connecticut, and Florida, with investigative operations across the United States. Our deep, full-service investigations are performed by 150 investigators, 35 of whom are certified to perform California POST background investigations.

Summit has performed investigative services for government agencies and private concerns for more than 40 years. We have the personnel resources, facilities, and instrumentalities required to continue to provide thorough and cost-effective background investigations and registration services for the City of Long Beach within client-prescribed timelines.

Please note that Summit accepts the terms and conditions in the RFP and Pro Forma Agreement. We acknowledge the receipt of RFP Addendum 1 (provided in hard copy in our proposal).

**SUMMIT OF CALIFORNIA P.I. 26577/PPO 16513**



Strong service-driven partnerships are the cornerstone of Summit's philosophy and success. Our decades of service include an extensive range of investigative services to public agencies, which, in addition to the City of Long Beach, include Los Angeles Port Police; City of Oxnard; City of Pasadena; City of Rancho Cucamonga; City of Santa Monica; Sonoma County Sheriff's Office; City of Delano; Los Angeles Department of Water and Power; New York State Gaming Commission; New York City Law Department; City of Avondale (AZ); City of Palm Beach Gardens (FL); NY Power Authority; and New York State Office of Medicaid Inspector General.

The Summit team understands that pre-employment background investigations are among the most important and most challenging investigations that law enforcement conducts. The candidates being screened must be diligently investigated to ensure that only those of the highest ethical and moral standing are selected to join the ranks of the City of Long Beach Police. We are confident that our firsthand experience, highly qualified and City-approved investigators, cost-effectiveness, and client responsiveness set us apart from our competitors in performing these important services for the city of Long Beach.

We would be pleased to discuss with you, in detail, about why Summit continues to be the right partner for the City of Long Beach Police Department to perform POST pre-employment background investigations.

Thank you for your kind consideration of our proposal.

Sincerely,

Nicholas M. Auletta, CPP  
Vice President  
Summit Security Services, Inc. d/b/a Summit of California  
390 RXR Plaza  
Uniondale, NY 11556  
Office: 516 240-2417  
[nmauletta@summitsecurity.com](mailto:nmauletta@summitsecurity.com)

**SUMMIT OF CALIFORNIA P.I. 26577/PPO 16513**

## II. 4.11.2 Project Understanding and Approach

Summit understands that the City of Long Beach requires an experienced, qualified background investigative services contractor on an as-needed basis to conduct comprehensive pre-employment investigations for law enforcement agencies, in conformance with State of California and City of Long Beach regulations and policies. Background investigations will utilize current POST guidelines, recommendations, and requirements. Summit understands that, while the scope of the background investigation is dependent on the specific position for which a person is applying, background investigations will utilize California Peace Officer Standards and Training (POST) guidelines, recommendations, and requirements, as well as City of Long Beach procedures and protocols for police officers, communications, and records personnel and other non-sworn positions, to include, as minimum standard:

- Citizenship verification
- Minimum age requirement
- Proof of eligibility to work in the United States
- Criminal and civil legal history
- LiveScan fingerprint (Department of Justice/FBI)
- Firearms clearance (Department of Justice)
- Driving history
- Education verification
- Employment history
- Personal references
- Current and past relationships
- Neighborhood checks
- Military history
- Financial history
- Other areas on investigations as deemed necessary

Based on our experience in performing these services for the City of Long Beach, the extensive experience of our POST-certified investigators, and our years of experience as a full-service investigative services firm, we have an excellent understanding of the required contract services. The Summit team understands that pre-employment background investigations are among the most important and most challenging investigations that law enforcement conducts. The candidates being screened must be diligently investigated to ensure that only those of the highest ethical and moral standing are selected to join the ranks of the City of Long Beach Police Department. Additionally, we understand the importance of thorough background checks for other city personnel, as well as investigations that uphold the municipal code.

Investigators assigned to the project will be POST-certified investigators. Project Manager Ernesto Dorame will continue to be Summit's primary point of contact to communicate with LBPD throughout the investigations and to notify the Department of any information that would immediately disqualify the applicant from employment. Our services will include investigating all issues that arise in the background investigation process to the satisfaction of LBPD. Summit will meet with the LBPD representative regularly and/or as instructed. Summit will follow the completion dates established by the LBPD. Our investigators will appear at all hiring board meetings as required, as well as perform follow-up required by the Background Supervisor.

Summit has the investigative resources and management oversight to expediently conduct many multiple investigations simultaneously, and to complete investigations and submit deliverables within turnaround timelines. Summit management, investigators, and employees with access to city background investigation packets/files will sign confidentiality agreements, as required.

### **Initial Work Plan Overview**

Summit's general work plan for cases received by the City of Long Beach includes:

- Receive assignments (Personal History Statement (PHS), Pre-Employment Background Questionnaire (PEBQ), Polygraph and other required documents provided by LBPD)
- Review scope and special instructions as specified by the City
- Identify background investigation item and/or Investigation Type
- Assign cases to investigator based on requested timeline, location, & scope
- Develop tactical plans for investigation utilizing cost-effective methods
- Execute developed plan
- Daily check-ins on case progress
- Bi-weekly meetings—individual investigators and City of Long Beach background supervisors
- Immediate reporting to client regarding unfavorable information
- Regular communications with client on progress, as needed
- Continuous supervision of work & timelines by Investigations Manager
- Continual quality assurance and compliance checks
- Written report generated by investigator within specified timelines
- Management review of report prior to final report being sent to client
- Hiring board meeting presentations
- Quality Assessment checks and reinforce client feedback to investigators

### **Summit POST Investigations: Task-Specific Work Plan**

Summit investigators are familiar with the steps required to complete a thorough POST investigation in an efficient and effective manner. At anytime during the investigation, if significant adverse information is obtained, the City of Long Beach will be immediately notified.

*Request for Services:* Upon receipt of a request for a background investigation, we will immediately initiate the investigative process. The Investigations Manager will conduct an initial review of the PHS and PIQ and determine the physical location that need to be visited for residential canvassing, employment verifications and spousal/significant other interviews. As the field portion of the investigation is usually the most time consuming, the Project Manager will allocate additional resources ensure that the field portion of the assignment is completed in a timely manner.

Within one business day of receipt of an assignment, the Investigations Manager will assign the case to the appropriate investigator, who will perform the majority of the investigative tasks, as outlined above. We utilize our cadre of POST investigators geographically throughout California to minimize travel and expense costs. Additionally, the Investigations Manager will determine whether any portion of the investigation should be conducted by a bilingual investigator, such as for residential canvassing, spousal/significant other interviews, and so forth. Also during the meeting, timelines will be established for each portion of the assignment. Circumstances beyond



the investigator's control may cause delays. However, delays will be minimized as much as possible and the City contact will be kept apprised of the progress of the investigation.

***Review of Candidate's Personal History Statement and Pre-Investigative Questionnaire:***

POST regulations dictate that the information be diligently reviewed for accuracy, consistency and authenticity. Summit has extensive experience in application and document review. Our detail-oriented investigators carefully consider and independently examine each piece of information supplied by the candidate. Following document review, investigators conduct complete online and field investigations to verify all information provided by the candidate. Summit will follow all POST regulations with respect to review and investigation of personal history information.

- Identify conflicts, contradictions and/or immediate disqualifying factors (i.e. felony convictions, current illegal drug use, lack of citizenship documentation)
- Review and analyze all documents provided by the candidate, verify their authenticity, confirm that they are sufficient and legally acceptable for the purposes of the background investigation; to include: sealed education transcripts, diplomas, citizenship documents, birth certificate, Social Security card, passport, DMV documents/drivers' license, professional licenses, insurance certificates, military records, credit reports, marriage certificates, civil/criminal/divorce files, bankruptcy documents, etc.

***Interviews:*** Summit POST investigators are experienced in all interview techniques and are fully versed in *POST Hiring Interviews Guidelines*. Summit interviews are performed in an appropriate and legal manner, including in compliance with the Americans with Disabilities Act. Summit investigators utilize the six POST interview factors: experience; problem solving; communications skills; interest and motivation; interpersonal skills; and community involvement and awareness. Summit will perform in-person interviews of each applicant and provide written documentation. Investigators will identify curious, suspicious and/or incomplete candidate responses; question the candidate about possible disqualifying issues; establish rapport with the candidate to obtain more open and candid answers; identify deceptive behavior exhibited by the candidate; clarify ambiguous, incomplete or missing information on PHS and PIQ; obtain necessary authorizations, releases and waivers; and obtain copies of any original documentation provided by the candidate.

***Criminal Records Inquiries:*** Summit will perform criminal records inquiries for each applicant (with mail inquiries sent to every city, county, and college law enforcement agency where the applicant lived, worked, and attended college). Summit obtains all arrest records, complaints, and previous known issues.

***Residential Canvassing:*** Canvassing is an integral part of any pre-employment background investigation. Summit's investigators are accustomed to creating an environment to put the interviewee at ease and facilitate dialogue. Summit will perform residence/neighborhood inquiries/verification for each applicant for all locations applicant has lived over the last year. Mail inquiries will be sent to residences where the applicant lived from their 15<sup>th</sup> birthday onward. Residential canvasses include:

- Interview as many neighbors as possible to verify residence and provide insight into any potential adverse issues (if neighbors are unavailable, leave a residential questionnaire, business card and return envelope)

- Interview Property Manager/Landlord: Review rental agreement, discuss rental payment history, identify roommates, obtain information regarding complaints or damage to residence upon departure
- Interview past and present roommates, including family members, former spouses, former significant others
- Conduct online searches to identify neighbors from out-of-state former residence
- Perform residence/neighborhood inquiries/verification for each applicant for all locations applicant has lived over the last year. Mail inquiries will be sent to residences where the applicant lived from their 15<sup>th</sup> birthday, onward. Returns received after the file has been submitted to City shall be returned to the City for inclusion in the file.

**Online Personal History:** Social media sites are excellent resources for obtaining additional information about candidates. Often, people's online lifestyles say more about them than a personal history statement or other traditional means of candidate screening. Summit utilizes online lifestyle searches in nearly every investigation it conducts. These sites are free to search and easy to use and understand. These searches can reveal information about a candidate's friends, their off-duty activities, hobbies, education, employment history, and general demeanor. Summit investigators are expert at obtaining useful information from social media searches.

**Agency Checks:** Perform agency checks for each applicant (mail inquiries to all law enforcement agencies where applicant has previously applied). Summit investigators will complete an in-person review of the applicant's background file, as reported by the agency through mail inquiry return. Due to the duration of time it takes to receive mail inquiry returns, the investigator contacts by telephone those agencies where the applicant advised there was a background investigation started or completed. Any returns received after the file has been submitted to City shall be returned to City for inclusion in the file.

**Employment History Verification:**

- Interview supervisors and co-worker for current and past employment (in-person checks for employment over past three years; mail inquiries for employment beyond three years)
- Provide candidate's Notarized Release and Waiver (If employer refuses to provide information, even with necessary documentation, the candidate should be notified and the efforts should be documented in the investigative file.)
- Review and copy personnel records (investigator verifies whether this will be available onsite or through corporate channels)

**Spousal/Significant Other Interviews:** Summit conducts in-person interview with current and/or former spouses and significant others regarding the following issues: domestic violence incidents; use of alcohol and drugs; candidate's temperament; financial status (current and previous); past employment issues; associations with friends, neighbors, co-workers; spouse's opinion regarding candidate's decision to become a peace officer. Summit conducts reference inquiries for each applicant (all references listed on PHS and secondary references identified by investigator). Summit will make and document three attempts. Mail inquiries will be sent after three failed attempts to contact by phone. Any returns received after the file has been submitted to City shall be returned to the City of Long Beach for inclusion in the file.

**Online Searches:** Summit conducts online name and email searches at each site to obtain additional personal information about the candidate. Searches include social networking sites; as

well as public records searches, such as for bankruptcy, property, corporations, business affiliations, liens, judgments, and marriages. Investigators conduct follow-up inquiries based on information obtained.

**Clarification Interview with Candidate:** As needed, Summit conducts an in-person interview of candidate to clarify adverse or significant information obtained during the background investigation. The interview may be conducted by two investigators to ensure thoroughness, utilizing effective interviewing techniques to gain truthful statements. Summit immediately contact the client if it is determined that false information was provided by the candidate.

**Executive Summary:** Summit will produce an executive summary, following the format established by LBPB that includes the following categories: Personal / Education / References / Agencies Applied / Residences / Employment / Financial History and Responsibility / Legal, Polygraph / DMV / Social Media / Tattoos.

**Complete Background File:** Summit will provide complete background packet using established format dividers. Documents will be in order as directed by LBPB and all pages, except for divider pages, will be numbered. The completed background file for each applicant will be forwarded to the City.

#### **Turnaround**

Summit will provide a four to eight week turnaround for all investigations. Summit has the capacity to handle large caseloads, including 20 or more simultaneous investigations for City of Long Beach. Summit maintains a resource base of qualified, POST-certified investigators throughout California. Summit will leverage this resource base, if needed, to staff up for high workloads, reduce time constraints, or simultaneous projects. Summit has the organizational infrastructure to respond to, and complete, all workload requirements from the City.

#### **Confidentiality/Security**

Summit maintains strict confidentiality, privacy, and security policies. Background investigations will be used for City business only and are not to be added to any database or any other employer's needs. We understand that Summit is prohibited from releasing or selling any names, databases or mailing lists which may be generated from the work specified in the contract/RFP.

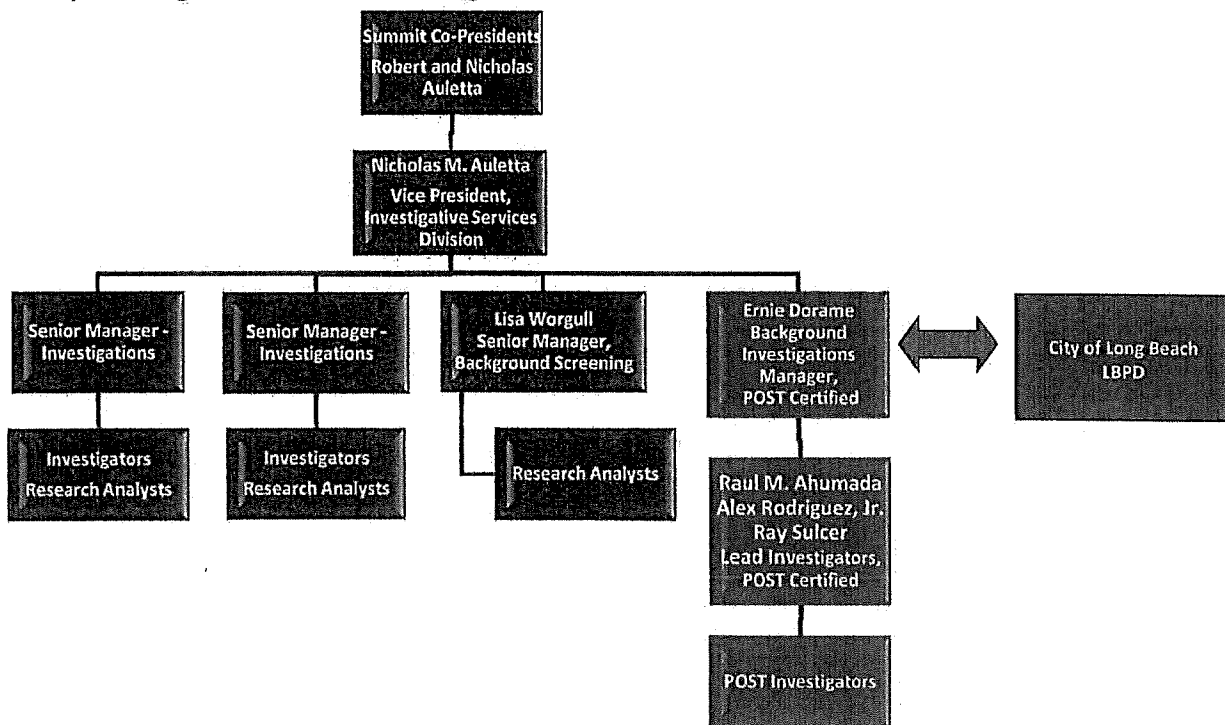
#### **Recordkeeping**

Summit complies with all federal, state, and local laws and regulations regarding retention of records. All original documents are kept and safeguarded, and available immediately upon client request. Summit is capable of handling and storing client information and evidence in any format, media, or form. With state-of-the-art, integrated backend software, Summit maintains accurate records of all client account information, including employee time records and accounting records consistent with the principles of the American Institute of Certified Public Accounts.

#### **Invoicing**

Invoices will be transmitted to the City of Long Beach in the manner requested in the RFP.

## City of Long Beach Account Management



***Project Team Meetings/Progress Reports:*** Background investigators provide daily progress reports to the Investigations Manager. Upon completion of each task or subtask, the investigator will notify the Investigations Manager for review. When delays are anticipated, the Investigations Manager or Background Investigator will immediately notify the City to determine the best course of action. Upon request, the City contact can be forwarded or “cc’d” on all electronic communications between the investigators, witnesses, and employers. A chronological record will be maintained of all investigative activities. This time log can be provided at any time, as requested by the City, and will accompany the final invoice. Any adverse or potentially disqualifying information obtained during the investigation will be communicated to the City via email and telephone to ensure a timely notification.

***Quality Review and Performance Monitoring:*** Summit’s case management practices provide for review and quality control of investigative actions to ensure a complete product the first time, meeting and exceeding client timeframes. Summit’s quality control procedures include a complete management review of report information.

***Testimony:*** Summit staff and investigators are experienced in testifying in state and federal civil courts, criminal trials, and administrative hearings. Our investigators are experienced and trained in proper procedures and courtroom demeanor. Their testimony is professional and concise, emphasizing observations and evidence obtained in a lawful matter.

***Urgent Requests:*** As a responsive investigative services partner, we will maintain 24/7 availability to the City to fulfill urgent requests. Summit has the capacity to accelerate complete investigations deemed by the City as “priority” cases.

***Key Personnel Matrix:*** Summit of California is located at 444 E. Huntington Drive, Suite 305, Arcadia CA 91006. Project Manager Ernesto Dorame and his investigative staff operate from this office and are available during normal business hours on Monday through Friday, 8:30 a.m. to 5:30 p.m.; additionally, they and other key project staff--in will make themselves available 24 hours a day, seven days a week for urgent or off-hours requests.

Summit maintains the complete financial, operational, and support capacities to perform and complete this work at the highest level. As a full service private investigation agency, Summit is able to utilize a variety of methods and resources to obtain all available data. Our Investigative Services Division team is comprised of professional investigators with extensive experience in performing the required background investigations, as well as other investigative services. Summit not only has the ability to meet the contract requirements; we take a value-added service approach that helps us meet our goal of 100% client satisfaction.

### III. 4.11.3 Staffing Resources and Qualifications

#### Investigations Experience with Public Agencies

Across our investigative and security services footprint, Summit has extensive partnerships with government agencies. This experience enables us to accomplish our critical goals for the City of Long Beach successfully and more cost effectively than our competitors. Public sector clients of Summit's Investigative Services Division include:

- **City of Long Beach Police Department (2015 – Present) – POST Investigations**
- **City of Oxnard Police Department (2013 – Present) – POST Investigations**
- **Los Angeles Port Police (2010 – Present) – POST Investigations**
- **City of Pasadena Police Department (2015 – Present) – POST Investigations**
- **City of Rancho Cucamonga Fire Protection District (2014 – Present) – POST Investigations**
- **City of Santa Monica Fire Department (2016 – Present) – POST Investigations**
- **City of Delano Police Department and Correctional Facility (2013 – Present) – POST Investigations**
- **Sonoma County Sheriff's Office (2016 – Present) – POST Investigations**

*Please refer to Section 4.11.4 Appendices for additional information about Summit's experience and portfolio of clients.*

#### Client References

##### *City of Long Beach*

Stephen Dougan, Sergeant  
Background Investigations Section  
7290 E. Carson Blvd.  
Long Beach, CA 90808  
562-570-5959  
[Stephen.Dougan@longbeach.gov](mailto:Stephen.Dougan@longbeach.gov)

##### *Sonoma County Sheriff's Department*

2796 Ventura Avenue  
Santa Rosa, CA 95403  
Orlando Rodriguez, Sergeant  
707-565-3909  
POST Background Investigations

##### *City of Pasadena Police Department*

Ernie Devis, Sergeant  
626-744-4574  
[edevis@cityofpasadena.net](mailto:edevis@cityofpasadena.net)  
POST Background Investigations

##### *City of Oxnard Police Department*

251 South "C" Street  
Oxnard, CA 93030  
Commander Randy Latimer  
805 207-7814; [randy.latimer@oxnardpd.org](mailto:randy.latimer@oxnardpd.org)  
POST Background Investigations

##### *City of Delano*

1005 11th Ave.  
Delano, CA 93216  
Human Resources Manager Noemi Zamudio  
661 720-2210; [nzamudio@cityofdelano.org](mailto:nzamudio@cityofdelano.org)

Note: Summit performs background investigations for both the City of Delano Police Department and Modified Community Correctional Facility  
POST Background Investigations

**Summit Partnership Approach**

Strong client partnerships and client responsiveness are foundational to Summit's success. We take an organic approach to client relationships. Our clients communicate directly with their assigned project managers and supervising investigators. Complete investigative service capabilities and expertise are matched with a personalized service approach and 24/7 management accessibility. Summit operates investigative services offices in California and New York, with operations across the 50 U.S. states and abroad. We perform 24/7 services with round-the-clock emergency assistance, with accessibility through an 800 service number or through direct cell phone contact with project management. Our team is available to you at all times—as scheduled or on short notice, if needed—to discuss the administration of the contract; policies and procedures; evaluation of services; and other matters such as review of job progress, work quality, and resolution of problems or concerns. All requests are completed in a timely and effective manner.

**Key Staff**

Our team of managers and POST background investigators has the experience, professionalism, flexibility, and knowledge to perform thorough and successful POST background screening services for the City of Long Beach. All Summit team members are available to the City.

*Nicholas M. Auletta, Vice President, Investigative Services Division*, provides overall leadership and strategic direction for Summit's Investigative Services Division, including for this contract. He is the grandson of the firm's founder, Richard N. Auletta, joining Summit in early 2011 to serve as Vice President. He has been instrumental in Summit's strategic development and impressive growth. As a member of the Summit executive leadership team, Nick has been instrumental in evolving Summit's POST background investigative capabilities for California public agencies. Nick earned his Bachelor of Science in Leadership and Management from the United States Military Academy at West Point. He is a former Captain in the United States Army, serving as an Active Duty U.S. Army Infantry Officer and earning Airborne, Ranger, and Combat Infantryman qualifications. His military experience included three tours and 44 months of deployed time to the Iraq combat zone. Nick's military awards include two Bronze Star Medals and the Meritorious Service Medal, as well as numerous other Army commendations and achievement medals. Since entering the private sector, Nick has earned the coveted Certified Protection Professional (CPP) designation. In 2011, Nick earned a Postgraduate Certificate in Security Management from the University of Pennsylvania at Wharton. *References: See above Client References*

**Ernesto R. Dorame, Project Manager**, has nearly 40 years of law enforcement and investigations experience. His distinguished career includes 30 years as a law enforcement officer at multiple Police Departments across California. Ernesto began his career as a Criminal Court Bailiff in Santa Clara County before becoming a patrol officer in Fullerton. After moving to the City of Ontario Police Department, he advanced to Sergeant, leading a time of background investigators assisting with the department's recruitment efforts. Promoted to Lieutenant, he continued to conduct administrative investigations while serving as Police Sub-Station Commander. After leaving the City of Ontario Police Department, Ernesto continued his investigative career, working as a background investigator for the City of Los Angeles Personnel Department and for other local investigative firms. Ernesto received an Associates of Arts degree from Fullerton College. He is a licensed Private Investigator and holds Peace Officer Standards

and Training certificates at the Basic, Intermediate, Advanced, Supervisory and Management levels.

At Summit, Ernesto serves as Manager of Investigations for the Summit of California office. He will continue to serve as Project Manager for the City of Long Beach contract, maintaining high-quality investigative services in compliance with this contract, including maintaining 24/7 responsiveness to the City of Long Beach; managing Summit investigators; maintaining the schedule of deliverables and quality control standards; and enacting the policies and procedures to ensure compliance with state and federal laws. *References: City of Long Beach. Additional references available on request.*

**Raul M. Ahumada, Lead Investigator**, has over 30 years of investigative experience with the Seal Beach Police Department. During his long law enforcement career with the department, he served as an Operations Sergeant and Detective. He also conducted hundreds of background investigations for the Department. He is licensed by the Bureau of Security and Investigative Services as a licensed Private Investigator, Qualified Manager (PI#29084). He is a member of the California Background Investigators Association and holds Basic, Intermediate, Advanced, Supervisory, Criminal Investigation and Financial Investigation POST Certificates. Raul earned a Bachelor of Science in Occupation Education from California State University at Long Beach. *References: City of Long Beach. Additional references available on request.*

**Alex Rodriguez, Jr., Lead Investigator**, spent almost 30 years at the City of Ontario Police Department. He began his career as a Patrol Officer and K-9 Officer before advancing to Corporal and then to Gang Officer. Promoted to Detective, Alex spent five years in the narcotics division. He later investigated crimes against persons. Alex rose to Sergeant and then Internal Affairs Sergeant, conducting and overseeing investigations of allegations against department personnel, working directly under the Chief of Police. Prior to his law enforcement career, Alex spent six years in the U.S. Army. He has been a member of the California Gang Investigators Association, California Narcotics Officers Association and Ontario Police Officers Association. He holds an Associates Degree from Chaffey College and Bachelor of Science from California State University at Long Beach. He also holds Basic, Intermediate, Advanced and Supervisory POST Certificates. *References: City of Long Beach. Additional references available on request.*

**Ray Sulcer, Lead Investigator**, spent 30 years with the City of Montebello Police Department. He began his career as a Patrol Officer and was promoted to Senior Police Officer in which role he substituted as a field training officer and gang investigator. Advancing to Detective/Corporal he served as a robbery/homicide investigator. Ray is POST Certified and attended Los Angeles Southwest College and University of La Verne. *References: City of Long Beach. Additional references available on request.*

*Summit has a deep resource pool throughout California and extensive contacts with the investigative services industry and law enforcement community from which to draw additional POST-certified investigators to the project, should they be required. Currently, Summit utilizes and employs dozens of investigators, outside of management, dedicated solely to POST investigations.*



#### **IV. 4.11.4 Appendices – Resumes and Relevant Firm Information**

##### **Resumes of Key Personnel and Management**

Resumes of key contract personnel and Investigative Services Division management staff are presented at the end of this section.

##### **Primary Contractor Information/Company Profile**

###### **Company Ownership**

Summit Security Services, Inc., d/b/a Summit of California, was incorporated August 23, 1976, in the State of New York. Summit is registered with the State of California Secretary of State and is licensed by the State of California Department of Consumer Affairs as Private Investigator, number PI 26577. Summit Security Services, Inc. is a private corporation owned wholly and exclusive by its Co-Presidents, Robert L. Auletta and Nicholas M. Auletta.

###### **Location of Company Offices**

Corporate Headquarters and  
Investigative Services Division  
390 RXR Plaza  
Uniondale, NY 11556

Westchester County/Hudson Valley  
Regional Office  
280 North Central Avenue, Suite 484  
Hartsdale, NY 10530

Summit of California—Investigations  
444 E. Huntington Drive, Ste. 305  
Arcadia, CA 91006

Connecticut Regional Office  
129 Church Street, Suite 412-413  
New Haven, CT 06510

New York City Regional Office  
127 West 26<sup>th</sup> Street, 3<sup>rd</sup> Floor  
New York, NY 10001

Aviation Regional Office  
JFK International Airport, Building 151  
Jamaica, NY 11430

Long Island Regional Office  
125 Baylis Road, Suite 160  
Melville, NY 11747

New Jersey Regional Office  
2401 Morris Avenue, 3<sup>rd</sup> Floor  
Union, NJ 07083

###### **Location of Office Serving California Accounts**

Summit of California, 444 E. Huntington Drive, Suite 305, Arcadia CA 91006

###### **Number of Employees – Local and National**

Summit currently staffs 25 personnel at its Summit of California office in Arcadia California. Summit staffs over 4,000 employees nationwide.

###### **Location from which Employees Will Be Assigned**

Investigators serving City of Long Beach are assigned to Summit of California, 444 E. Huntington Drive, Suite 305, Arcadia CA 91006

###### **Vendor's Point of Contacts**

Project Manager: Ernesto Dorame, Summit of California, 714-508-3610, [edorame@summitsecurity.com](mailto:edorame@summitsecurity.com); Executive Management: Nicholas M. Auletta, Vice President, 516 240-2417, [nmauletta@summitsecurity.com](mailto:nmauletta@summitsecurity.com)

### **Company Background/History/Qualifications**

Established in 1976, Summit Security Services, Inc. d/b/a Summit of California is one of the largest privately owned investigative and security services firms in the United States. From our New York Corporate Headquarters and nine regional offices—including our Summit of California Investigative Services Division Office in Arcadia, California—Summit's 4,000 professionals provide world-class investigative, loss prevention, and security services to over 700 clients across numerous industries in both the private and public sectors.

Summit is a full-service, licensed private investigator in California (P.I. 26577), New York, New Jersey, and Connecticut, with investigative operations across the United States. We specialize in comprehensive background investigations, including California POST investigations; fraud and criminal investigations; workplace investigations; mystery shopping and compliance monitoring; surveillance investigations; undercover/covert operations; insurance investigations; and litigation support services.

Summit stands out as a qualified, dependable leader in our industry because of our service excellence, customer responsiveness, and dedication to professionalism. With annual revenues of over \$150 million and more than \$300 million in total contract commitments, Summit maintains the financial capability, personnel resources, and corporate infrastructure required to provide thorough and cost-effective background investigations to the City of Long Beach within client-prescribed timelines. Our Investigative Services Division consists of over 150 licensed, qualified investigators and analysts. Our resources give us the capability to ramp up to the investigative needs of specific contracts, as needed, including with respect to POST investigations.

Strong service-driven partnerships are the cornerstone of Summit's philosophy and success. In addition to the City of Long Beach, we perform POST background investigations for the Los Angeles Port Police, City of Oxnard, City of Rancho Cucamonga, City of Pasadena, City of Glendale, and City of Delano.

### **Investigations Experience with Public Agencies**

Across our investigative and security services footprint, Summit has extensive partnerships with government agencies. This experience enables us to accomplish our critical goals for the City of Long Beach successfully and more cost effectively than our competitors. Public sector clients of Summit's Investigative Services Division include:

- City of Long Beach Police Department (2015 – Present) – POST Investigations
- City of Oxnard Police Department (2013 – Present) – POST Investigations
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- City of Pasadena Police Department (2015 – Present) – POST Investigations
- City of Rancho Cucamonga Fire Protection District (2014 – Present) – POST Investigations
- City of Santa Monica Fire Department (2016 – Present) – POST Investigations
- City of Delano Police Department and Correctional Facility (2013 – Present) – POST Investigations
- Sonoma County Sheriff's Office (2016 – Present) – POST Investigations
- OmniTrans (2013 – Present)
- County of San Bernardino (1995 – Present)
- Foothill Transit (2012 - Present)
- Office of the Los Angeles City Attorney (2011 – Present)

- New York City Law Department (2012 – Present)
- Nassau County Department of Social Services (2005 – Present)
- New York State Office of Medicaid Inspector General (1995 – 2011)
- New York State Office of State Comptroller (2011 – Present)
- New Jersey Transit (2011 – Present)
- City of Palm Beach Gardens, Florida (2012 – Present)
- Central New York Regional Transportation Authority/CENTRO (2012 – Present)
- Seattle City Light (WA) (2015 – Present)
- City of Avondale (AZ) Human Resources (2016 – Present)
- New York State Gaming Commission (2015 – Present)
- County of Sonoma (background screening) (2015 – Present)
- New York Power Authority (2015 – Present)
- Los Angeles Department of Water and Power (2015 – Present)

#### Applied Background Investigative Expertise as Part of Complex Investigations

Background screening and background investigations are core Summit competencies employed in caseloads for numerous current investigative services contracts. These include a heavy concentration of background investigations within the scope of work for many clients, including:

- **New York State Department of Health, Office of Medicaid Inspector General, Division of Medicaid Investigations:** From 1995 to Present, Summit investigators have performed investigations into Medicaid provider fraud, waste, and abuse for the New York State Department of Health, Office of Medicaid Inspector General, Division of Medicaid Investigations. Investigative tactics included in-depth background investigations, interviews and field investigations, surveillance, and data mining. Summit was part of the team of OMIG investigators that uncovered over \$1 billion in Medicaid fraud in New York State.
- **Seattle City Light:** Summit performs pre-employment background checks and vendor background investigations on multiple levels for this major public utilities agency. Background investigations comply with North American Electric Reliability Corporation (NERC) standards. Searches include OFAC/Excluded Parties compliance, 10-year federal and state criminal searches (felony and misdemeanors), national criminal database, national sex offender registry, Social Security number trace/validation, credit history, driving record, employment verification, and education verification. International searches are performed.
- **New York City Law Department:** Since 2013, Summit has performed extensive investigative and litigation support services for New York City Law Department, which represents the City, the Mayor, other elected officials, and the City's many agencies in all affirmative and defensive civil litigation. Summit performs complex investigative services, including background investigations, surveillance, witness location and interviews, tort/employee claims investigations, investigations of workers compensation and other employee claims, property damage claims, and testifying in court.
- **Nassau County (NY) Department of Social Service:** Since 2005, Summit has performed provider and recipient Medicaid and entitlement fraud investigations, uncovering millions of dollars of fraud, utilizing a wide variety of tactical methodologies, including background investigations.

- **New York State Gaming Commission:** Summit investigators perform complex investigations—including background investigations—of businesses that apply for New York State gaming licenses.

#### **Other Notable Clients**

Other notable Summit clients across our service disciplines include:

- ABC Disney
- Columbia University
- JetBlue Airways
- New York Life Insurance Company
- HSBC
- Federal Reserve Bank of New York
- CA Technologies
- CBS Corporation
- New York State Office of General Services
- MTA Long Island Railroad and Metro North Railroad
- Port Authority of New York and New Jersey

Summit partnerships flourish because our core values and commitment to excellence are embodied in our real-world operations. We provide a proactive, customer-focused management team with the ability to adapt and respond quickly to client needs and requirements. All our personnel exhibit the highest level of professionalism and customer service in meeting all opportunities and challenges. Our clients communicate directly with their assigned project managers. Our goal is to deliver the highest quality, most client-responsive, and most cost-effective background investigative services in the industry.

The Summit team understands that pre-employment background investigations are among the most important and most challenging investigations that law enforcement conducts. The candidates being screened must be diligently investigated to ensure that only those of the highest ethical and moral standing are selected to join the ranks of the City of Long Beach Police Department. We are confident that our more than 40 years of investigative experience, expertise, client responsiveness, and cost-effectiveness set us apart from our competitors in performing these important services.

#### **Strong Family Leadership**

##### ***Richard N. Auletta, Founder***

Summit was founded in 1976 by the late Richard N. Auletta, a New York City Police Department Detective with a distinguished record of service. Over his 20-year career, Richard received numerous citations for his service, including the Medal of Valor. He earned international recognition for his role as one of the key NYPD detectives in busting the infamous French Connection heroin smuggling operation in the early 1970s. Utilizing his law enforcement experience and knowledge, Richard developed the Summit foundation. Launched initially as an investigative services firm with New York City as its primary service footprint, Richard set Summit on a path toward becoming a full-service investigative and security services company, establishing several regional offices in the New York metro area.

##### ***Robert L. Auletta, CPP, and Nicholas M. Auletta, Co-Presidents***

Robert L. Auletta and Nicholas M. Auletta joined Summit in 1989 and assumed co-ownership of the company in 2002 from their father and Summit founder, Richard N. Auletta. As Co-

Presidents, Robert and Nicholas are actively involved in leading day-to-day Summit operations. Nicholas Auletta brings a finance and business background to Summit from his impressive former career within the banking industry; Robert Auletta was a former law enforcement officer and is a Licensed Private Investigator and ASIS Certified Protection Professional. Together, they have over 50 years of combined security, investigations, law enforcement, and business experience. Under their leadership, Summit has expanded from a regional company to one of the premier security and investigative services in the U.S. In addition to its large security portfolio, Summit's investigative and background screening services now are global.

Robert and Nicholas maintain a client-first mentality throughout the organization. The longevity of the Summit's partnerships with major clients—such as Columbia University, a Summit client since 1986—testify to Summit's client responsiveness and service excellence. The Co-Presidents have evolved Summit to the needs of its clients and, in response to new challenges and opportunities, expanding its work to government agencies; Fortune 500 companies; international banks; worldwide media companies; top professional services firms; and commercial air carriers. Summit serves virtually every industry type in the public and private sectors.

Through their strategic vision to grow Summit organically—and emphasizing client responsiveness and retention—Robert and Nicholas have grown revenues by over 100 percent in five years. For example, the Co-Presidents led Summit's transition of over 300 personnel providing security at over 120 government facilities and schools. In 2014, the Co-Presidents led Summit in transitioning 400 security personnel for a major security contract for the Port Authority of New York and New Jersey in protection of the PATH train system, George Washington Bridge, Staten Island – New Jersey bridge crossing, and large port facilities on both sides of the river. These successful start-ups illustrate the Co-Presidents' ability to lead Summit in managing large-scale contracts and continually meet contract terms and conditions moving forward.

Likewise, Robert and Nicholas have grown Summit's Investigative Services Division, including its SummitScreen Background Screening operations, with a combination of organic and acquisition growth strategies and by expanding company operations on both East and West Coasts. In 2010, Summit of California was awarded the contract to perform POST pre-employment background investigations for the Los Angeles Port Police; since then, Summit has performed more than 1,000 POST investigations for California police departments and public safety agencies.

As part of a successful public-private partnership with county governments in New York State, for example, Summit investigators have helped create the model for county-level Medicaid and entitlement fraud programs, leading to the recovery of tens of millions of taxpayer dollars. In California, Summit has become a key provider of complex background investigations for local police and fire agencies. Building on its background screening capabilities since the 1990s, the Co-Presidents' investment in the innovative SummitScreen background screening technology platform has saved hundreds of private firms and public institutions throughout the country from the high legal and financial costs of lesser-quality background screening services.

Robert and Nicholas are active in the security, investigations, and business communities. Robert serves as a Regional Director with the Association of Licensed Detectives of New York State (ALDONYS). They are advocates for our nation's military and dedicate their personal time and

assets to assist veterans' causes. Robert and Nicholas believe in enriching the communities they serve and have supported many local non-profits and civic associations.

*Nicholas M. Auletta, CPP, Vice President*

*Biography presented in the previous section of this proposal; see below for resume.*

### **Strong Foundation and Business Practices**

Summit is a financially sound firm with the complete capacity—including the required infrastructure, management, and human resources—to perform criminal background screening services for the City of Long Beach at the highest level, from contract start to completion. Our Investigative Services Division is fully supported by Summit's Corporate Management Team and corporate infrastructure, including fully staffed Human Resources, Information Technology, and Financial Divisions. We are experienced at expanding our investigative resources in proportion to the needs and requirements of our clients.

Summit maintains all appropriate licensing and complies with all applicable federal, state, county, and local laws and regulations in the performance of our work. Summit is fully insured. All of our insurance carriers have "A" ratings, providing superior financial security and a complete capacity to meet policyholder obligations for this contract. Summit promotes and demands the highest ethics and integrity throughout the organization. Officers, executives, managers, and employees adhere to well-defined, written standards of ethics, integrity, and conduct. Likewise, Summit supports the holistic integration of social, fiscal, and environmental corporate policies that improve our quality of life while safeguarding the long-term growth of our business and our ability to provide services of the highest quality. This adherence to high corporate standards ultimately shows in our work product and client responsiveness. There is no existing or potential conflict of interest relative to the performance of contractual services for the City of Long Beach. Summit has never failed to honor and complete its contracts; there is no pending litigation that could impact Summit's ability to provide services under the contract.

Summit takes seriously its role as an industry leader. We understand that leadership becomes possible only through sound principles, strategic vision, and the pursuit of excellence at all levels of the organization. Summit has invested in people who want to make a difference in their industry and in an organizational infrastructure that completely supports carefully selected individuals who serve our clients. We blend leading edge investigative philosophies and methods with old-fashioned customer service, supported by a financially sustainable organization that is built for speed and client responsiveness.

### **Length of Time Providing Background Investigations**

Summit has been performing background investigations for 38 years. We have provide POST background investigations for California police departments since 2010.

### **Resumes**

Resumes for key staff follow this page.

### **Company References**

Summit's client references are presented in the preceding proposal section.

## V. 4.11.5 Attachments



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

**Attachment A**

**CERTIFICATION OF COMPLIANCE WITH  
 TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

YES  NO  SIGNATURE 

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

**EXCEPTION SUMMARY FORM**

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
		No exceptions. Summit respectfully reserves the right to a legal review of the final contract.





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

## Attachment C

### Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

  
\_\_\_\_\_  
Authorized signature and date

4/11/2017

Nicholas M. Auletta, Vice President  
\_\_\_\_\_  
Print Name & Title

## Attachment D

### Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

*Please read Acceptance of Certification and Instructions for Certification before completing*

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

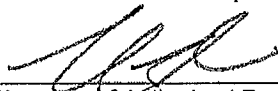
- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Summit Security Services, Inc.  
Business/Contractor/Agency

Nicholas M. Auletta Vice President  
Name of Authorized Representative Title of Authorized Representative

  
Signature of Authorized Representative 4/11/2017  
Date

r20141001





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

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**

Please refer to Section 3 Scope of Project

8. **WARRANTY/MAINTENANCE AND SERVICE**

Not Applicable

9. **COMPANY BACKGROUND AND REFERENCES**

9.1 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.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No X Initials NA

If "Yes", Contractor must:

9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.



City of Long Beach

---

Department of Financial Management  
Division of Procurement  
333 W Ocean Blvd. 7<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.6020  
Michelle.King@Longbeach.gov

April 3, 2017

ADDENDUM #1

QUESTIONS & ANSWERS

**RFP PD 17-044**  
**Background Investigation Services**

**This addendum changes and supersedes the language in the original RFP. Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.**

---

1. Question: Do you currently have a list of approved vendors for these services?

Answer: Yes. Our current vendors are:

- Halls Investigation
- Steven Beckman Investigations
- Summit Security Services
- Jackson Jackson Associates

2. Question: What are the current prices you pay for these services?

Answer: Dependent on services performed, we're paying from \$75 to \$1,650.

3. Question: Will a skype, or online, interview be substantial to meet the requirement of "in-person interview" as defined in 3.1.3?

Answer: No, a skype or online interview with applicants will not be substantial. An in-person interview is required.

4. Question: Define and explain the word "legal" as used in 3.1.9.

Answer: In section 3.1.9 "legal" documents refers any City, State, Federal, Court or County documents including but not limited to birth certificates, naturalization documents, court orders, marriage certificates, etc.

Prepared By: Michelle King Date: April 3, 2017  
Buyer II

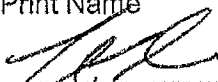
Acknowledged By: Summit Security Services, Inc.  
Company Name

Vice President

Vice President

Print Name

Title



4/17/2017

Signature

Date

You are required to submit this document with your proposal. Failure to do so may disqualify your proposal.

Alex Padilla  
California Secretary of State

## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Sunday, April 9, 2017. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C3215852 SUMMIT SECURITY SERVICES INC.

Registration Date:	06/29/2009
Jurisdiction:	NEW YORK
Entity Type:	FOREIGN STOCK
Status:	ACTIVE
Agent for Service of Process:	JOSEPH BIONDO 3191 WEST TEMPLE AVE STE #248 POMONA CA 91768
Entity Address:	390 RXR PLAZA UNIONDALE NY 11556
Entity Mailing Address:	390 RXR PLAZA UNIONDALE NY 11556

A Statement of Information is due EVERY year beginning five months before and through the end of June.

Document Type	↑↓ File Date	↓↑ PDF
SI-NO CHANGE	04/03/2017	
SI-COMPLETE	06/04/2012	

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image of a Statement of Information is not available online, for information on ordering a copy of that statement refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search such as a filing that is not a Statement of Information or filings for other types of business entities, or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#) : [New Search](#) : [Back to Search Results](#)



12-675312



**State of California  
Secretary of State**

F  
27

**Statement of Information  
(Foreign Corporation)**

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**FILED**  
In the office of the Secretary of State  
of the State of California

JUN 04 2012

**1. CORPORATE NAME**

Summit Security Services, Inc. d/b/a Summit of California

See Secretary of State's  
records for exact entity name.

**2. CALIFORNIA CORPORATE NUMBER**  
3215852

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.  
 If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 13.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
390 RXR Plaza	Uniondale	NY	11556
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
3191 West Temple Avenue, Suite #248	Pomona	CA	91768
6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Robert Auletta	390 RXR Plaza	Uniondale	NY	11556
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Nicholas Auletta	390 RXR Plaza	Uniondale	NY	11556
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Brendon McDonald	390 RXR Plaza	Uniondale	NY	11556

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

**10. NAME OF AGENT FOR SERVICE OF PROCESS**

Joseph Biondo

11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
3191 West Temple Avenue, Suite #248	Pomona	CA	91768

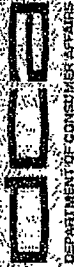
**Type of Business**

**12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION**

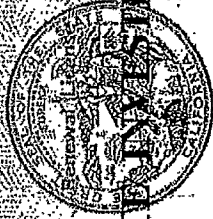
Private Investigations

**13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.**

05/31/12      Brendon McDonald      Vice President-Finance      *Brendon McDonald*  
DATE      TYPE/PRINT NAME OF PERSON COMPLETING FORM      TITLE      SIGNATURE



DEPARTMENT OF CONSUMER AFFAIRS



**PRIVATE INVESTIGATOR**

LICENSE NO. PI 26572  
RECEIPT NO. 52540655

Bureau of Security and Investigative Services  
P.O. BOX 889002  
West Sacramento, CA 95798-9002  
(916) 322-4000

VALID UNTIL OCTOBER 31, 2017

In accordance with the provisions of  
Division 3, Chapter 11.3 of the Business  
and Professions Code, the company  
named herein is issued a Private  
Investigator License Renewal.

SUMMIT OF CALIFORNIA  
390 RXR PLAZA  
UNIONDALE NY 11556

09/14/15  
09/14/15

----- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

VPPI 12/31/07

FOR OFFICE USE ONLY  
Control No. 889079

State of New York  
Department of State  
DIVISION OF LICENSING SERVICES

UNIQUE ID NUMBER  
11000081460

Pursuant to the provisions of  
ARTICLE 7 OF THE GENERAL BUSINESS LAW  
AND AMENDMENTS THERETO

SUMMIT SECURITY SERVICES INC  
16 W 36TH ST  
3RD FL  
NEW YORK NY 10018

EFFECTIVE DATE  
MO. | DAY | YR.  
08 | 28 | 16

EXPIRATION DATE  
MO. | DAY | YR.  
08 | 27 | 18

HAS BEEN ISSUED A BRANCH OFFICE LICENSE TO TRANSACT BUSINESS AS A  
PRIVATE INVESTIGATOR

FOR THE TERM OF TWO YEARS FROM DATE HEREOF, TO BE REPRESENTED,  
AS PRINCIPAL, BY THE QUALIFIED MEMBER(S) NAMED ON THE ATTACHED:  
In Witness Whereof, The Department of State has caused  
its official seal to be hereunto affixed.

ROSSANA ROSADO  
SECRETARY OF STATE

# EXHIBIT "B"

Rates or Charges

**Response to Request for Proposals Number PD17-044 for  
Background Investigation Services,  
Volume II: Price Proposal**

Presented to

**City of Long Beach**  
Michelle King, Buyer II

Presented by

**Summit Security Services, Inc., d/b/a Summit of California**

Nicholas M. Auletta, Vice President

Office: 516 240-2417

[nmauletta@summitsecurity.com](mailto:nmauletta@summitsecurity.com)

Submitted on April 11, 2017

**CONFIDENTIAL PROPOSAL**

## PRICE PROPOSAL

### POST Investigations – Fees for Services

<b>Background Investigations Fee Schedule: City of Long Beach Police Department</b>	
<b>Investigation/Service</b>	<b>Fee</b>
<b>POST Background Investigation: Police Officers and Dispatchers</b>	<b>\$1,500 per subject*</b>
<b>Non-POST Background Investigation: Non-Sworn and Firefighters</b>	<b>\$1,250 per subject*</b>
<b>Supervisory/Scoping of Investigation and Field Investigators</b>	<b>\$75 per hour*</b>
<b>Database and In-Office Investigators</b>	<b>\$65 per hour*</b>
<b>Additional Fees**</b>	No additional fees for copying, mailing, administration, and quality assurance inspections
<p>* Summit will charge any usual and customary expenses (such as auto mileage, tolls, court retrieval documents, parking, search fees, etc.) as a pass-through at direct cost. Summit will include a cap on investigations at \$1,700.</p> <p>** When significant travel is required, Summit will provide the City of Long Beach with an itemized list of expenses, as well as copies of receipts for all expenses occurred. Any such expenses will be passed through at no added mark-up to the City of Long Beach. Additionally, Summit will not perform any significant travel without the prior approval of the City of Long Beach.</p>	

# EXHIBIT “C”

City’s Representative:

Annie Khin

(562) 570-6635

# EXHIBIT “D”

Additional Materials/Information Furnished



**From:** [Nicholas M Auletta](#)  
**To:** [Annie Khlin](#)  
**Subject:** RE: Amendment Request  
**Date:** Tuesday, October 03, 2017 11:28:24 AM  
**Attachments:** [image001.png](#)

---

Hi Annie:

This was a purchase by me of all of the assets that comprised the former Background Screening and Investigations Division of Summit Security Services, Inc., which included all of Summit of California and the former Summit Security Services of Long Island, LLC. Summit Security Services, Inc. will still operate but only in the security and executive protection space. Summit is assigning the contract to TruView (which was the former Summit Security Services of Long Island, LLC) per the agreement between TruView and Summit, wherein TruView (and namely me) purchased all of the contract assets, contract liabilities, good will and equipment of Summit's Background Screening and Investigative Division.

Further, per our purchase agreement, Summit cannot operate any Background Screening and Investigations business and must refer any business of this nature to the newly named TruView. Consequently, TruView, and I, signed a complementary Covenant and cannot operate any Security and Executive Protection business but instead must refer any potential business back to Summit. This allows us to continue to focus on our own respective companies' expertise.

Does that help?

Best Regards,

---

**Nicholas M. Auletta, CPP**

President

**TruView BSI, LLC**

***(Formerly the Background Screening & Investigations  
Division of Summit Security Services, Inc.)***

**A NYS Certified Service-Disabled Veteran-Owned Company**

25 Newbridge Road, Suite 210

Hicksville, NY 11801

Direct: 516.289.0273

Mobile: 917.701.1955

Facsimile: 516.368.3630

[nmauletta@truviewbsi.com](mailto:nmauletta@truviewbsi.com)

