# OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor

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# <u>A G R E E M E N T</u>

# 34970

THIS AGREEMENT is made and entered, in duplicate, as of May 23, 2018, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on April 17, 2018, by and between CLOSE RANGE INTERNATIONAL, INC., a California corporation ("Contractor"), with a place of business at 311 N. Robertson Blvd., Ste. 523, Beverly Hills, CA 90211, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with Background Investigation Services ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals No. PD17-044, incorporated herein by this reference ("RFP"), and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

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

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

#### 1. SCOPE OF WORK OR SERVICES.

- Α. Contractor shall furnish specialized services more particularly described in the RFP and Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00), at the rates or charges shown in Exhibit "B".
  - B. City shall pay Contractor in due course of payments following

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

- C. Contractor represents that Contractor has obtained necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.
- D. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. It the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Contractor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Contractor must immediately inform the City of that fact and may not proceed except at Contractor's risk until written instructions are received from the City.
  - Contractor must adopt reasonable methods during the life of E.

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

- F. Contractor shall not begin work until this CAUTION: Agreement has been signed by both parties and until Contractor's evidence of insurance has been delivered to and approved by City.
- 2. TERM. The term of this Agreement shall commence at midnight on June 1, 2018, and shall terminate at 11:59 p.m. on June 1, 2020, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. The parties have the option to extend the term for two (2) additional one-year periods at the discretion of City Manager.

#### COORDINATION AND ORGANIZATION. 3.

- Contractor shall coordinate its performance with City's representative, if any, named in Exhibit "C", attached to this Agreement and incorporated by this reference. Contractor shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to Contractor information or materials, if any, described in Exhibit "D", attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.
- The parties acknowledge that a substantial inducement to City В. for entering this Agreement was and is the reputation and skill of Contractor's key employee Basil Stephens. City shall have the right to approve any person proposed by Contractor to replace that key employee.
- INDEPENDENT CONTRACTOR. In performing its services, Contractor is and shall act as an independent contractor and not an employee,

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

#### 5. INSURANCE.

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

(a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to City,

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

- (b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.
- (c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.
- (d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.
- B. Any self-insurance program, self-insured retention, deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.
- C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or selfinsurance maintained by Contractor. Contractor shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.
  - D. If this coverage is written on a "claims made" basis, it must

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

- E. Contractor shall require that all sub-contractors or contractors that Contractor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.
- F. Prior to the start of performance, Contractor shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Contractor shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Contractor and Contractor's sub-Contractors and contractors, at any time. Contractor shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.
- G. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Contractor, Contractor's sub-Contractors and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.
- Η. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Contractor's performance or as full performance of or compliance with the indemnification provisions of this Agreement.
  - 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement

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

- CONFLICT OF INTEREST. Contractor, by executing this Agreement, 7. certifies that, at the time Contractor executes this Agreement and for its duration, Contractor does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of that other client. And, Contractor shall obtain similar certifications from Contractor's employees, sub-Contractors and contractors.
- 8. MATERIALS. Contractor shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary to or used in the performance of Contractor's obligations under this Agreement, except as stated in Exhibit "C".
- OWNERSHIP OF DATA. All materials, information and data 9. prepared, developed or assembled by Contractor or furnished to Contractor in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples,

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

- TERMINATION. Either party shall have the right to terminate this 10. Agreement for any reason or no reason at any time by giving fifteen (15) calendar days prior notice to the other party. In the event of termination under this Section, City shall pay Contractor for services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. The procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective date of termination. Contractor shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. And, Contractor acknowledges and agrees that City's obligation to make final payment is conditioned on Contractor's delivery of the Data to City.
- 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Contractor shall keep confidential all information, whether written, oral or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Contractor shall not disclose any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit of others except for the purpose of this Agreement.
- 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor knew prior to the time City disclosed it; or (b) is or becomes publicly available without

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

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

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

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

- 15. AMENDMENT. This Agreement, including all Exhibits, shall not be amended, nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Agreement.
- 16. LAW. This Agreement shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions. Contractor shall cause all work performed in connection with construction of the Project to be performed in compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code); and (2) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

#### 17. PREVAILING WAGES.

- Consultant agrees that all public work (as defined in California A. Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 et seq. City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.
- B. In all bid specifications, contracts and subcontracts for any such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality

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

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

#### 19. INDEMNITY.

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

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

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

- C. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- D. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 20. If any party fails to perform its obligations FORCE MAJEURE. because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of such cause for failure to perform.
- 21. AMBIGUITY. In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

#### 22. NONDISCRIMINATION.

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

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

- 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.
  - Α. During the performance of this Agreement, the Consultant certifies and represents that the Consultant will comply with the EBO. Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

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

- В. The failure of the Consultant to comply with the EBO will be deemed to be a material breach of the Agreement by the City.
- C. If the Consultant fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- Failure to comply with the EBO may be used as evidence D. against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.
- If the City determines that the Consultant has set up or used its E. contracting entity for the purpose of evading the intent of the EBO, the City may

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

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

#### 25. COPYRIGHTS AND PATENT RIGHTS.

- A. Consultant shall place the following copyright protection on all Data: © City of Long Beach, California , inserting the appropriate year.
- B. City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to the City.
- C. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorneys' fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.
- COVENANT AGAINST CONTINGENT FEES. Contractor warrants 26. that Contractor has not employed or retained any entity or person to solicit or obtain this Agreement and that Contractor has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Contractor

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

- 27. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
- 28. <u>CONTINUATION</u>. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 18, 21 and 28 prior to termination or expiration of this Agreement.
- 29. TAX REPORTING. As required by federal and state law, City is obligated to and will report the payment of compensation to Contractor on Form 1099-Misc. Contractor shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Contractor shall submit Contractor's Employer Identification Number (EIN), or Contractor's Social Security Number if Contractor does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Contractor acknowledges and agrees that City has no obligation to pay Contractor until Contractor provides one of these numbers.
- 30. ADVERTISING. Contractor shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.
- 31. AUDIT. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Contractor relating to this Agreement.
  - 32. THIRD PARTY BENEFICIARY. This Agreement is not intended or

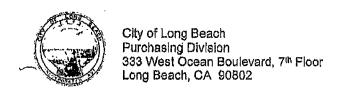
designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

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

JUNE 11 , 2018	CLOSE RANGE INTERNATIONAL, INC., a California corporation  By  Name BASIL STEPHENS  Title PRESIDENT (CEO
VUNE 22 , 2018	Name MONIQUE HARPING
Tom Modica Assistant City Manager EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER  , 2018	"Contractor"  CITY OF LONG BEACH, a municipal corporation  By  City Manager
	"City"
This Agreement is approved a	
	By Deputy

# EXHIBIT "A"

Scope of Work/Services



# City of Long Beach Request For Proposals Number PD17-044

# For Background Investigation Services

Questions Due to the City: Posting of the Q & A: Due Date:		03/28/2017 04/03/2017 04/11/2017	
City Contact:	Michelle King	Buyer II	562-570-6020

# See Section 4 for instructions on submitting proposals.

Company Name Close Range International, Inc. Contact Person Basil Stephens
Address 311 N. Robertson Blvd. Ste. 523 City Beverly Hills State CA Zip 90211
Telephone ( <u>323</u> ) <u>343-0177</u> Fax ( <u>323</u> ) <u>857-1521</u> Federal Tax ID No.
E-mail: steve@closerangepi.com
Prices contained in this proposal are subject to acceptance within calendar days.
l have read, understand, and agree to all terms and conditions herein. Date 4/9/17
Signed 620 Soft
Print Name & Title Basil Stephens, President, CEO
Rev 2016 091



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

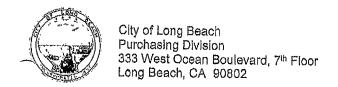
Contractors must provide a company profile. Information provided shall include:

- 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 <u>public and/or private sector</u>. 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	Initials 60	
	If "Yes", Cont	ractor must:		

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

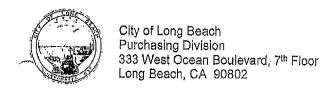


# Attachment A

# 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 X NO SIGNATURE OCCUPANT
EXCEPTIONS: Attach additional sheets if necessary. Please use this format.
EXCEPTION SUMMARY FORM

	AFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
And the second s	4		



### **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.

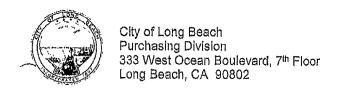
This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure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

Print Name & Title

Basil Stephens, President, CEO



# Attachment D

# Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification Please read Acceptance of Certification and Instructions for Certification before completing

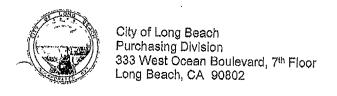
As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, 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.

8.050th 4110/17



# Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:

2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and

Coverage sections of rules implementing Executive Order 12549.

3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

# Instructions for completing the form, Attachment - Department Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.

2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.

3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.

4. If at any time, your business or persons associated with your business become debarred or

suspended, we require that you inform us of this change in status.

- 5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of
- 6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

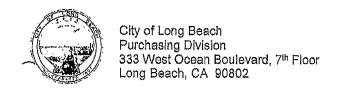
If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.

RFP No. PD17-044

Background Investigation Services

Attachment D (2 of 2)

Close Range International, Inc. is in compliance with the conditions set forth in this form.



# Attachment E

# W-9 Request for Taxpayer Identification Number and Certification

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at http://www.irs.gov/pub/irs-pdf/fw9.pdf]

[Vendor Application Form is for internal City use only.]

(Rev. December 2014) Department of the Treasury

# **Request for Taxpayer** Identification Number and Certification

Give Form to the requester. Do not

NITOIS CO.	a resulted cel ACA	abilia to tite IMS.
	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.     Close Range International, Inc.	
Ŋ	2 Business name/disragarded entity name, if different from above	
page 2.		
Print or type Specific Instructions on	3 Check appropriate box for facteral tax classification; check only one of the following seven boxes:  Individuat/sole proprietor or ☐ O Corporation ☑ S Corporation ☐ Partnership ☐ Trust/es ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	4 Exemptions (codes apply only to certain entities, not inclividuals; see instructions on page 3):  Exempt payee code (if any)
Par of	Note. For a single-member LLC that is diaregarded, do not check 1.0; check the appropriate here in the line and the line is the line and t	for Exemption from FATCA reporting
	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above the tax classification of the single-member owner.  Other (see instructions)	code (If any)
T S	B Address (number, street, and sot, or suite oo.)	(Applies to accounts maintained outside the U.S.)
ğ	311 N. Robertson blvd. # 523	ame and address (optional)
88	6 City, state, and ZIP code	
Ø	Beverly Hills, CA 90211	
	7 List account number(s) here (optional)	
Par	Taxpayer Identification Number (TIN)	
Enter	Your TIN in the engroprists how The TIN possibled and the second second	
		al security number
entitle	nt allen, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other page 3. For other page 3.	
Note.	or If the account is in more than one name, see the leastweethers to it and it.	
guldeli	nes on whose number to enter.	loyer identification number
F-700		
Part		
1. The	penalties of perjury, I certify that:	The second section will be seen to be seen t
	number shown on this form is my correct taxpayer identification number (or I am waiting for a number to I	
Sen no l	not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not be vice (IRS) that I am subject to backup withholding as a result of a fallure to report all interest or dividends, or onger subject to backup withholding; and	en notified by the Internal Revenue or (c) the IRS has notified me that I am
3. lan	a U.S. citizen or other U.S. person (defined below); and	
4. The	FATCA code(s) entered on this form (if any) indicating that I am example from CATCA and I am	
becaus Interest general Instruct	eation instructions. You must cross out item 2 above if you have been notified by the IRS that you are out on have falled to report all interest and dividends on your tax return. For real estate transactions, item 2 paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual you are not required to sign the certification, but you must one on page 3.	UU9S IIDI RODIV. For mortasan
Sign Here	Signature of STA CYDA	12057

### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developmente affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov//ws.

#### Purpose of Form

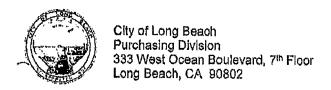
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ATIN), or employer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1090-INT (Interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of Income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain oliter transactions by
- \* Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tultion)
- \* Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

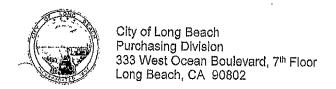
Use Form W-9 only if you are a U.S. person (including a resident allen), to provide your correct TIN.

- If you do not rotum Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2, By signing the filled-out form, you:
- 1. Cartily that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding it you are a U.S. exempt payee, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.



# **VENDOR APPLICATION FORM**

Manager and Manager	
Company Name	Close Range International, Inc.
(same as line 1 on W9):	,
DBA Name	
(same as line 2 on W9);	ieave blank if not appilcable
Federal Tax ID Number (or SSN):	required (this number is a fed tax ID: C) SSN: C
Web Address:	www.closerangepi.com leave blank if not epplicable
Purchase Order Address:	311 N/ Robertson Bivd. #523
Aftn:	Basil Stephens
City:	whan empired
State:	Beverly Hills
Contact Name:	CA Zip Code: 90211
l .	Basil Stephens
Email:	steve@dloserangepl.com
Phone Number:	was a specific state of the sta
Fax:	323-857-1521 e.g. 562-555-5678
Toll Free:	888-343-4044 e.g. 800-555-2468
	If 'remit to' address is the same as the purchase order address, put SAME in first box only
'Remit to' Address:	SAME
Attn;	
City;	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	e.g. 562-655-1234
Fax:	e,g, 562-555-5678
Toll Free:	e.g. 800-555-2468
( ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	w.g. 000 000-2400
Type of Ownership:	
Individual ( ) Partnership( )	Corporation ⊗ LLC Nonprofit Government ○
	Advantage From Motibioning Government
Composition of Ownership (at Jeas	t 51% of ownership of the organization) (check all that apply)
MBE WBE A	Local DBE Certified SBE Certified Micro
	State certification number: 1795230



# Attachment F

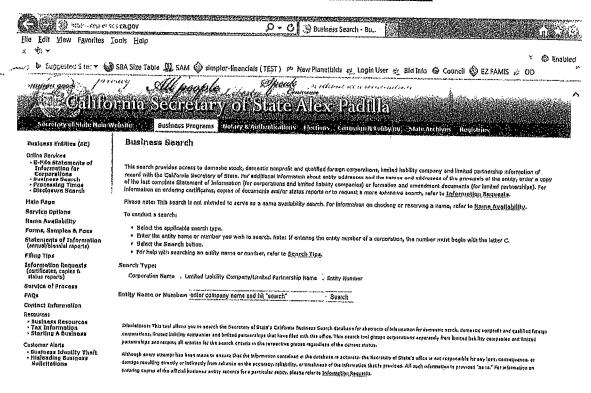
# Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

# www.kepler.sos.ca.gov/



Alox Padilla Galifornia Secretary of State

# O Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Monday, March 27, 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

C2136060 CLOSE RANGE INTERNATIONAL, INC.

Registration Date: Juristiction: Entity Type:

04/02/1999 CALIFORNIA DOMESTIC STOCK ACTIVE

Status: Agent for Service of Process:

RODERICK J LINDBLOM, ESQ. 9777 WILSHIRE BLVD, STE 1000, 10TH FLOOR

BEVERLY HILLS OA 90211

Entity Address: Entity Mailing Address:

311 N. ROBERTSON BLVD#523 BEVERLY HILLS OA 90211

311 N. ROBERTSON BLVD#523 BEVERLY HILLS CA 90211

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

Document Type

It File Date

15 bDk

SI-NO CHANGE

03/07/2017

SI-COMPLETE

04/09/2013

- a If the status of the perporation 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 <u>information</u> Bequests.
- 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 filling that is not a Statement of Information or fillings for other types of business entities, or to request a more extensive search for records, refer to <u>Information Requests</u>.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Frequently Askad Questions.

Modify Search

**New Search** 

Back to Search Results

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

# Sta

# State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): \$25.00.
If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

CLOSE RANGE INTERNATIONAL, INC.

FK21828

# **FILED**

In the office of the Secretary of State of the State of California

	MAR-07 2017
2. CALIFORNIA CORPORATE NUMBER C2136060	This Course to Ellie, the course
No Change Statement (Not applicable if agent address of record to a B.O. Boy address of	This Space for Filing Use Only
3. If there have been any changes to the information contained in the last Statement of Info of State, or no statement of information has been previously filed, this form must be con if there has been no change in any of the information contained in the last Statement of Ir of State, check the box and proceed to item 17.	rmation filed with the California Secretary
Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 ci	apport to D O Doyce \
CITY	STATE ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY	STATE ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY	STATE ZIP CODE
Names and Complete Addresses of the Following Officers (The corporation must list these officer may be added; however, the preprinted titles on this form must not be altered.)	three officers. A comparable title for the specific
7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY	STATE ZIP CODE
8. SECRETARY ADDRESS CITY  9. CHIEF FINANCIAL OFFICER/ ADDRESS	STATE ZIP CODE
O//Y	STATE ZIP CODE
Names and Complete Addresses of All Directors, Including Directors Who are Also Of director. Attach additional pages, if necessary.)	fficers (The corporation must have at least one
10. NAME ADDRESS CITY	STATE ZIP CODE
11. NAME ADDRESS CITY  12. NAME ADDRESS	STATE ZIP CODE
CITY	STATE ZIP CODE
3. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:	
Agent for Service of Process If the agent is an Individual, the agent must reside in California and Ita address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have pursuant to California Corporations Code section 1505 and Item 15 must be left blank.  4. NAME OF AGENT FOR SERVICE OF PROCESS	em 15 must be completed with a California street e on file with the California Secretary of State a
5. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY	STATE ZIP CODE
ype of Business	
6. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION	
7. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, TH CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.  8/07/2017 BASIL STEPHENS CEO/PRESIDENT	IE CORPORATION CERTIFIES THE INFORMATION
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE	SIGNATURE
-200 (REV 01/2013)	APPROVED BY SECRETARY OF STATE



# State of California Secretary of State

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): \$25.00.
If this is an amendment, see instructions.

# IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

CLOSE RANGE INTERNATIONAL, INC.

# E-R80264 FILED

In the office of the Secretary of State of the State of California

Anr. 00 2042

		1 4h	- 03 2013
311 N. ROBERTSON BLVD#523			
BEVERLY HILLS CA 90211			
2. CALIFORNIA CORPORATE NUMBER C2136060		This Spac	e For Filing Use Only
No Change Statement ( Not applicable if agent address of record is a P.	O. Box address. See instruc	etions.)	
3. If there have been any changes to the information contained in the less see	thunkand of later and the state of	***	Constant of
If there has been no change in any of the information contained in the last St check the box and proceed to Item 17.	atement of Information filed with	n the Callfornia Sec	etary of State,
	Alexander Statement of the Statement of		
Complete Addresses for the Following (Do not abbreviate the name of 4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	the city. Items 4 and 5 cann		
311 N. ROBERTSON BLVD#523 BEVERLY HILLS CA 90211	QUI	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	577 A 49 P	
	VIII	STATE	ZIP CODE
8. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
·		OIAIL	ZIF CODE
Names and Complete Addresses of the Following Officers (The corporation m	und that the second second		
	ust list these three officers. A c	omparable title for t	he specific officer may
7. CHIEF EXECUTIVE OFFICER/ ADDRESS	CITY	STATE	ZIP CODE
BASIL J. STEPHENS 311 N. ROBERTSON BLVD#523 BEVERLY HI	LLS CA 90211		
8. SECRETARY ADDRESS	CITY	STATE	ZIP CODE
MONIQUE E. HARDING 311 N. ROBERTSON BLVD#523 BEVERLY	HILLS CA 90211		
9. CHIEF FINANCIAL OFFICER/ ADDRESS	CITY	STATE	ZIP CODE
BASIL J. STEPHENS 311 N. ROBERTSON BLVD#523 BEVERLY HI	LLS CA 90211		
Names and Complete Addresses of All Directors, Including Directors Who Are Altach additional pages, if necessary.)	Also Officers (The corporation	on must have at leas	st one director.
10. NAME ADDRESS	OITY	· · · · · · · · · · · · · · · · · · ·	
MONIQUE E. HARDING 311 N. ROBERTSON BLVD#523 BEVERLY	/ HILLS CA 90211	STATE	ZIP CODE
11. NAME ADDRESS	CITY	STATE	MINTER CONTRACTOR OF THE PROPERTY OF THE PROPE
BASIL J. STEPHENS 311 N. ROBERTSON BLVD#523 BEVERLY H	ILLS CA 90211	OIA C	ZIP CODE
12. NAME ADDRESS	CITY	STATE	ZIP GODE
13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: 0	artirerijs <del>(i in 1905), je i in 1995 — — qe i se i decimu</del> n <u>1841 bila bila je i je ve je je i je </u>		- Milder - Marie - Mar
		AND THE RESERVE OF THE PARTY OF	
Agent for Service of Process If the agent is an individual, the agent must residuadress, a P.O.Box address is not acceptable. If the agent is another corporation certificate pursuant to California Corporations Code section 1505 and item 15 must in	le in California and Item 15 mg	ist be completed w	ith a California street
certificate pursuant to California Corporations Code section 1505 and Item 15 must i	be left blank,	with the California	Secretary of State a
14. NAME OF AGENT FOR SERVICE OF PROCESS		And the state of t	
RODERICK J LINDBLOM, ESQ.			
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INC. 9777 WILL SHIRE BLVD. STE 1000 1071 FLOOR	DIVIDUAL CITY	STATE	ZIP CODE
9777 WILSHIRE BLVD, STE 1000, 10TH FLOOR BEVERLY HILLS C	A 90211		
Type of Business 16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION		***************************************	***************************************
PRIVATE INVESTIGATION/SECURITY	**************************************	**************************************	***************************************
17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE OAL INCOME.		The second section of the second seco	
17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETAF CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.	(Y OF STATE, THE CORPORATION	N CERTIFIES THE IN	FORMATION
<u>04/09/2013</u> BASIL J. STEPHENS	CEO/PRESIDEN	NT.	
THE TANKE OF FERSON COMPLETING FORM	TITLE	0.744-41-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	SIGNATURE
SI-200 (REV 01/2012)		APPROVED BY SE	CRETARY OF STATE

### Attachment G

# **EQUAL BENEFITS ORDINANCE DISCLOSURE**

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance f the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

# The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Basil Stephens	Title: President, CEO
Signature: 3000	Date: 04/09/2017
Business Entity Name: Close Range internationa	d, inc.

# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

# Section 1. CONTRACTOR/VENDOR INFORMATION

	Close Range international, Inc.	Federal Tax I	D No I	
Address	811 N. Robertson Blvd, Ste. 525	, . www.ca, rax r	~ 110.1	
City: Be		State; CA	7IP	90211
	Person: Basil Stephens	Telephone: 3	23-343-0	177
Email: s	teve@closerangepl.com	Fax: 323-857		<del>ob o jangabagan yaki mandak kanala da ana kaka kanala da ana kanala anganyanga</del>
	***************************************	path-lattering-management street or parties	***************************************	COMPANY CONTRACTOR CON
Section 2	COMPLIANCE QUESTIONS			
A.	The EBO is inapplicable to this Cono employeesYes _X	ntract because	e the C	ontractor/Vendor has
В.	Does your company provide (or many employee benefits? X Ye	ake available i		
	does not apply to you.)	f "no," proceec		
Ċ.	Does your company provide (or many benefits to the spouse of an election of the spouse of an election of the spouse of the spous	ake avallable a mployee?	at the e	employees' expense)
D.	Does your company provide (or many benefits to the domestic partners)	3ที่ กิถิสิก คุณกได	1/0a7	,
E.	proceed to section 5, as the EBO is answered "yes" to both Questions you answered "yes" to Question C section 3.)	vered "no" to b s not applicabl C and D, pleas and "no" to Qu	oth qui e to thi se cont restion	is contract. If you tinue to Question E. I D, please continue to
	Are the benefits that are available to the benefits that are available to the X YesNo	e domestic pai	rtner of	an employee?
	(If "yes," proceed to section 4, as y continue to section 3.)	ou are in comp	oliance	with the EBO. If "no,

# Section 3. PROVISIONAL COMPLIANCE

A. (	Contractor/vendor is not in compliance with the EBO now but will comply by the following date:				
,	By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or				
r e	At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or				
a a	Upon expiration of the contractor's current collective bargaining agreement(s).				
) d	f you have taken all reasonable measures to comply with the EBO but are inable to do so, do you agree to provide employees with a cash equivalent? The cash equivalent is the amount of money your company pays for spousal enefits that are unavailable for domestic partners.) Yes No				
Section 4.	REQUIRED DOCUMENTATION				
At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.					
Section 5.	CERTIFICATION				
By signing the Equal Benefithe terms of	der penalty of perjury under the laws of the State of California that the true and correct and that I am authorized to bind this entity contractually. I further agree to comply with all additional obligations of the its Ordinance that are set forth in the Long Beach Municipal Code and in the contract of purchase order with the City.				
Executed this	s 10th day of Appil , 2017, at Los Angeles, CA.				
Name Basil Stephens Signature Control					
Title Preside	ent, CEO Federal Tax ID No.				



### City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th 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 "inperson interview" as defined in 3.1.3?

Answer: No, a skype or online interview with applicants will not be substantial. An inperson 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:	Close RANGE International, INC Company Name			
	BAS", 1	Stephens	Pres	ident
	Print Name		Title	
	0300	SOUL.	41	5-10-6/3
	Signature		Date \	

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

### 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.

Business/Contractor/Agency		
Name of Authorized Representative	?Cesi、deいナ Title of Authorized Representative	-
Signature of Authorized Representative	7/6/2017 Date	r20141001

### **Acceptance of Certification**

- 1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
- 2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

### Instructions for completing the form, Attachment – Debarment Certification

- The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To
  ensure that the City is in compliance with Federal regulations we require this form to be
  completed.
- The City of Long Beach checks the <u>System for Award Management</u> at <u>www.sam.gov</u> to make sure that Consultants who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective Consultants should perform a search on this website for your company and or persons associated with your business.
- 3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
- 4. If at anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
- 5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
- 6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Relations Bureau at 562-570-6200

Rev 12.11.13



### COMPANY BACKGROUND

Close Range International, Inc. was incorporated in California on 04/02/1999. We are an S-Corporation.

Close Range International, Inc. offices are located at 7411 Beverly Blvd, LA CA 90036. We have a P.O. Box/Mailing/Billing address of 311 N. Robertson Blvd #523, Beverly Hills, CA 90211.

The Office at 7411 Beverly Blvd, LA CA 90036 is the office servicing California accounts.

We have approximately 60 full-time employees and 8 part-time employees. Two employees currently reside in Long Beach.

All employees will be assigned from 7411 Beverly Blvd, LA CA 90036. For the purpose of Background Investigations, employees who choose to, may work from home.

The Contractor's Point of Contact For Background Investigations: Tracy Elwood Viraldi, 218 Glendora Avenue, Long Beach, CA 90803. Tel# (714) 240-3519.

The Contractor's Point of Contact For Billing, Invoicing & All Business Matters: Basil Stephens, 311 N. Robertson Blvd#523, Beverly Hills, CA 90211. Tel# (323)343-0177.

### Company History:

Founded in 1999 by Retired Law Enforcement Officers and Executive Protection Professionals, Close Range International, Inc. has extensive experience in all types of investigations, case management, and a history of completing assignments in a professional and timely manner.

Close Range International, Inc. has an untarnished California Private Investigator's License since January 25, 2000. Utilizing Retired Law Enforcement Officers for our investigations brings their years of unmatched experience and superior training to our organization.

We employ active and honorably retired Police Officers, Detectives and Supervisors from numerous Southern California law enforcement agencies as well as honorably retired Federal Agents. Our criteria for employment is that they have a preferred specialty/expertise investigation area, and are all, POST Certified Background Investigator's.

We complement our investigators skills with numerous, top notch, Private Investigator databases such as Thomson-Reuters CLEAR, IRB Search (Lexus Nexus for Private Investigators), Tracers Info, TLO and have access to DMV Information through Records Research Inc. and California DMV as well as personal Trans Union & Experian Credit Reports (with subject's written authorization) through CU CLEAR. All our resources can be utilized, if authorized by the City of Long Beach, to assist our background investigators through one contact (Lead Background Investigator Tracy Elwood Veraldi). Veraldi will also be the day to day contact for LBPD and will disperse/manage the Background Investigations given to Close Range

Our Lead Background Investigator, Tracy Elwood Veraldi (Resume Attached) is a California POST Certified Background Investigator and has been since 2007. Veraldi has previously worked for two prestigious law enforcement agencies in Southern California completing POST Certified Peace Officer, Dispatcher and Firefighter Backgrounds since 2001. Veraldi is currently a Consultant and the previous Board President of the California Background Investigator's Association. She has served as President, Vice-President and Member at Large of that organization from January 2011 through January 2017.

We are in the ideal position and have all the necessary tools and experience to conduct comprehensive background investigations for law enforcement agencies, using current POST guidelines, following the POST Background Investigator Manual, with POST Certified Background Investigators who are active and honorably retired Law Enforcement Officers.

We have the manpower to handle a caseload of 20 or more background investigations at once and the ability to provide a 4 to 8 week turnaround with that caseload, and the ability to expedite in specific cases.

Our Background Investigators are experienced, eager and prepared to work alongside the Long Beach Police Department to perform background investigations for both sworn and civilian staff. We are also ready and willing to conduct background investigations for other departments within the city, including Fire, Airport, and Parks, Recreation and Marines.

Close Range International, Inc. has the manpower, expertise and tools to administer and complete pre-employment investigations in compliance with all POST and City of Long Beach rules, regulations and policies.

Length of Time Contractor Has Been Providing Services to the Public and or/Private Sector:

Close Range International, Inc. has been providing background checks to the private sector for over 17 years, with excellent results and repeat clients.

Our individual Background Investigators have a wealth of expertise providing background checks for Law Enforcement/Fire personell to numerous public agencies including:

The Los Angeles Police and Fire Departments including Airport, General Services and Port.

The City of Long Beach Police, Fire, Security, Dispatchers, and civilian employees of the City.

City of San Bernardino Police Department

Garden Grove Police Department

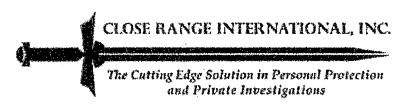
Murietta Police Department & Civilian Employees

Anaheim Police Department

Cypress Police Department

Huntington Beach Fire Department

Resumes of all Background Investigators available to work on this project are attached.



### REFERENCES

(SPECIFICALLY FOR TRACY ELWOOD VERALDI-CONTRACTOR POINT OF CONTACT & LEAD BR INVESTIGATOR)

Frank Acuna, President California Background Investigator's Association POST Background Instructor/Guest Speaker 909-342-4034

Los Angeles Police Department Shelly Del Rosario 700 E. Temple Street B-22 Los Angeles CA 90012 213-473-9483

Los Angeles City Fire Department Rafael Casillas 700 E. Temple Street B-22 Los Angeles, CA 90012 213-473-9483

Los Angeles World Airport Police Department (LAWA) Andrea Williams 7303 World Way West Los Angeles, CA 90045 424-646-6733

Los Angeles Port Police Department Kevin McCloskey 330 South Centre Street San Pedro, CA 90731 310-345-1085

Placentia Police Department Mike Busse 401 E. Chapmen Ave Placentia, CA 92870 951-258-5735



### RESUMES

Attached are the resumes of the two owners of Close Range International, Inc, Basil Stephens & Monique Harding.

Also attached is the RESUME & POST CERTIFICATION of our LEAD BACKGROUND INVESTIGATOR and liaison/contact point for the City of Long Beach, Tracy Elwood Veraldi.

Also attached are the resumes and POST CERTIFICATIONS of Eight (8) additional Background Investigators that will work on this project, should Close Range International, Inc., be awarded this bid.

# Systems for Public Safety A Designs in Modern Learning Company

### Recognizes

### TRACY ELWOOD-VERALDI

City of Los Angeles Personnel Department

FOR HAVING SATISFACTORILY COMPLETED THE 32 HOUR

## BACKOROLING INVESTIGATION

PRESENTED AT LOS ANGELES, CALIFORNIA

May 9-30, 2007

POST Course Control Number. 5010-30340-05001

# California Background Investigators Association Certificate of Faming

Tis is to certify that

# 可な出へのなど

As presented at the 9th Annual C.B.I.A. Training Symposium POST Control Number 1035-28000-07-001; STC Certificate Number 4029-041817 certified instruction in Background Investigations has successfully completed 20 hours of P.O.S.T. December 4- December 6, 2007

Hugh Tate

Hugh Tate, President - C.B.I.A.

# California Background Investigators Assoc.

Certificate of Training

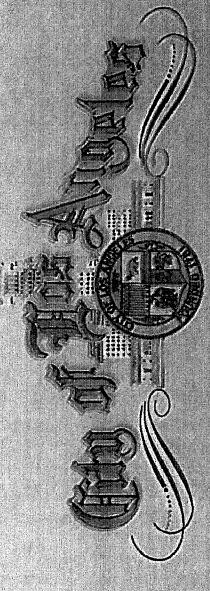
This is to certify that

# TRACY ELWOOD VERALDI

Has successfully completed 20 hours of POST/SIC certified instruction in Background Investigations

POST Control Number 1035-28000-12-001; SIC Certificate Number 4029-066626 As presented at the 14th Annual C.B.I.A. Training Conference in Santa Barbara November 13 - November 15, 2012

Dan Duffy ~ CBIA/President



Personnel Department, Public Safety Bureau, Background Investigation Division

This is to certify that

# Carlton (Hal) Johnson

Personnel Department, City of Los Angeles

has successfully completed 32 hours of P.O.S.T. certified instruction for the Background Investigation Core Course

Presented at Los Angeles, California, October 20-24, 2008

BO.S.T. Course Control Number: 1235-30300-08-001

The Chair

# Systems for Public Safety

A Designs in Modern Learning Company

### Recognizes

### JAYMEI MENDOZA Close Range International

FOR HAVING SATISFACTORILY COMPLETED THE 32 HOUR

## DACKOROLING INVESTIGATION



PRESENTED AT CARLSBAD, CALIFORNIA

June 15-18, 2015

POST COURSE CONTROL NUMBER: 5010-30349-14-002





### Santa Rosa Juniur College Public Safety Training Center



COURSE COMPLETION CERTIFICATE

This is to certify that

### John O. Freund

has successfully completed the

Background Investigation
POST Course Control # 2980-30340-12-003
STC Certification # 0220-002999

2
20
June
DAY OF
35
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Training Center Director

© 2004 GDES 441

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Public Safety Araining Center Santa Ausa Junion College



COURSE COMPLETION CERTIFICATE

This is to certify that

### Mary S. Freund

has successfully completed the

Background Investigation

POST Course Control # 2980-30340-16-002

STC Certification # 0220-002999

January DAY OF ратертнія 20th

SEMESTER UNITS CONSISTING OF 32 HOURS OF INSTRUCTION AND

Training Center Director

Riverside County Sheriff's Department
Ben Clark Public Safety Training Center

# CERTIFICATE



to



## COMPLETION

This is to certify that

### PERRY THOMAS

Has Satisfactorily Completed 36 Hours of

# BACKGROUND INVESTIGATION

POST # 22003034014004

05/18/2015 - 05/22/2015







# Systems for Public Safety

### Recognizes

### DONALD MCMILLEN City of Los Angeles

FOR HAVING SATISFACTORILY COMPLETED THE 32 HOUR

## DACKGROUND INVESTIGATION



PRESENTED AT CARLSBAD, CALIFORNIA

June 15-18, 2015

POST COURSE CONTROL NUMBER SQUESDISCO.14-002

Santa Rosa Junior College Cerklicate of Congoletion

This is to certify that

VICTORIA M. FOSTER

has satisfactorily completed a course in

consisting of 32 hours of instruction and 1 semester unit Background Investigations

DAY OF 14. DATED THIS\_

## Riverside County Sheriff's Department Ben Clark Public Safety Training Center





## OMPLETION

This is to certify that

### STEVEN PORTER

Has Satisfactorily Completed 36 Hours of

# BACKGROUND INVESTIGATION

POST # 22003034011002

01/30/2012 - 02/03/2012

SHERIFF

COMMANDER



### City of Long Beach Business License-9.4

Should Close Range International, Inc. be awarded this contract for Background Investigation Services, we are prepared to **instantly submit** the attached City of Long Beach Business License Application to the City of Long Beach, in person or via overnight mail, and pay the required fees as shown below, to comply with the terms of the contract:

Services Fee- \$348.68

Employee Fee- 10 Employees @ \$18.11 per employee= \$181.10 (May vary depending on how many POST Certified Investigators are chosen for the bid)

CA State Mandated ADA Fee-\$1.00

Total Fees Due-\$530.78

### CITY OF LONG BEACH BUSINESS LICENSE APPLICATION Fourth Floor, City Hall 333 W. Ocean Boulevard, Long Beach, CA 90802

www.longbeach.gov LBBiZ@LongBeach.gov (562) 570-6211

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### ATTENTION LICENSE APPLICANT

Business License Required (L.B.M.C. 3.80.210)

Under the Long Beach Municipal Code (Section 3.80.210), any person operating a business in the City of Long Beach is required to obtain a business license and pay an annual business license tax, prior to the operation of that business.

Term of License (L.B.M.C. 3.80.520)

A business license is valid for one (1) year from the date of issuance (unless otherwise noted) and must be renewed each year. A renewal notice is sent to the licensee ten (10) days prior to the due date, and the licensee has thirty (30) days to pay without penalty. If a notice is not received by the licensee, he/she is still responsible for payment by the due date. If the licensee changes his/her mailing address during the year, he/she should contact the Business License Section to report the change.

Penalties (L.B.M.C. 3.80.422)

A penalty equivalent to twenty-five percent (25%) of the payment due applies to all delinquent licenses unpaid after thirty (30) days from the due date. An additional ten percent (10%) penalty is added on the first day of the calendar month following the imposition of the twenty-five percent (25%) penalty if the tax remains unpaid, up to a maximum of one hundred percent (100%) of the tax due. The postmark will govern the determination of whether or not a tax payment is delinquent. A delinquent tax will be deemed a debt to the City, and the licensee shall be liable for legal action if it remains unpaid.

Multiple Businesses at one Location (L.B.M.C 3.80.420.6)

When more than one business activity is engaged in at the same location, and the activity falls into a classification other than that of the original license, the licensee is required to obtain an additional license for each different business activity. If the licensee has more than one business license at the same location, he/she may choose to pay for all employees on one license. If so, the licensee will pay for the employees on the license with the higher employee rate.

Definition of an Employee (L.B.M.C. 3.80.150)

For the purpose of Business License taxation in the City of Long Beach, an employee is defined as: Every person engaged in the operation or conduct of any business in Long Beach, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and every person employed or working in such business, whether full-time, part-time, permanent or temporary, for a wage, salary, commission or room and board. The owner of a sole proprietorship shall not be deemed to be an "employee" of the business.

Change of Location (L.B.M.C. 3.80.424)

Every person possessing a City of Long Beach Business License who changes the location of his place of business shall, prior to engaging in such a business at the new location, have the City endorse the new location on the license.

Display of License (L.B.M.C. 3.80,425.5)

Every person having a license shall prominently display the license at the place of business. If the business is operated from a vehicle, an identifying decal issued by the City shall be affixed to the vehicle, and the business license shall be carried by the licensee.

Refunds Prior to Start of Business (L.B.M.C. 3.80.427.5.F)

Any application for refund must be made by the person entitled to the money within one year after payment of the money to the City. No refund shall be made of any moneys paid for the issuance or renewal of any license unless it is determined that such licensee has not engaged in, nor held himself out as being engaged in, such business or occupation at any time after the effective date of the license. The amount of the refund shall be the full amount of the license tax paid, less an amount determined by the Director of Financial Management, which shall cover the cost of investigation and issuance of the license.

Sales or Use Tax

Sales or Use Tax may apply to your business activity. You may seek advice regarding the application of the tax to your business by writing or calling the State Board of Equalization at:

16715 Von Karman Ave Suite #200 Irvine, CA 92606 (949) 440-3473 12440 E. Imperial Hwy. Suite 200

-or- Norwalk, CA 90651 (562) 466-1694

Inspections (The business license application must be available on site at time of inspection).

When a business license inspection is scheduled, the business must be fully prepared to operate, and the business owner or operator must be on site for the entire scheduled time of inspection. If the business owner or operator is unprepared for or misses a scheduled business license inspection without giving a minimum of 24 hours notice to the appropriate City agency, a re-inspection fee will be assessed.

I have read and understand the Inspection requirements.

Signature

MELL



RRF 57 F

Skip navigation

### License Details

The Department of Consumer Affairs encourages you to verify the license statuses of any licensees that may appear in a 'Related License' section below. You can remty these licensees by selecting 'New Search' and conducting a new search using the 'Search by Personal or Business Name' option. Please note that the Related License' section will only appear below if this license is related to another license. Not all licensees have a related license

If the License Details below include 'Date of Graduation', the month and date of graduation may not be available. In this instance it will be displayed as 01/01/YYYY' where YYYY represents the year of graduation. Please note that not all license types disclose 'Date of Graduation' on the License Details screen

Press "Previous Record" to display the previous license.

Press "Next Record" to display the next license.

Press "Search Results" to return to the Search Results list

Press "New Search Criteria" to do another search of this type.

Press "New Search" lo start a new scarch

License Number: 21661

CLOSE RANGE INTERNATIONAL..INC

Name:

Private Investigator

License Type:

License Status: Expiration Date: Current 01/31/2018

Original Issuance Date:

01/25/2000

Addresses

Address of Record

Address

BEVERLY HILLS . CA

LOS ANGELES

NO2 11

Disciplinary Actions

There are NO disciplinary actions against the license,

President

Licensee's Role:

Business License

Related Party Role.

Principal

Related Party Name

License/Registration Type

Address

STEPHENS, BASIL

**BSIS** Principals

PI to Qualified Manager

Licensee's Role:

Private Investigator

Related Party Role:

Qualified Manager

Related Party Name

License/Registration Type

Address

STEPHENS, BASIL

Private Investigator Qualified Manager

Secretary

Licensee's Role.

**Business License** 

Related Party Role:

Principal

Related Party Name

License/Registration Type

Address



### MISCELLANEOUS ATTACHMENTS

Attached are some additional documents that pertain to this bid:

Our valid (Expiration 01/31/2018) Private Investigator License 21661, issued by The Bureau of Security & Investigative Services (BSIS).

Our City of Los Angeles Valid Business license.

Our Current Certificate of Insurance (if bid is awarded, we will add The City of Long Beach as an "additional insured".

Our Active System for Award Management (SAM) Profile.

Our Current & Active DGSCA Profile (1795230) Expiration 3/31/2018.

Our Los Angeles County CBE # 85524 (Exp 1/30/2019), LSBE 7805 (Federally Funded Exp Date 10/17/17 & Non Federally Funded Exp Date 3/31/2019).

We currently have applied for (online through Planet Bids) and are awaiting confirmation for Small Business Certification from the City of Long Beach.



License Number: 21661

Current Date: 02/22/2017 11:26 AM

Name:

CLOSE RANGE INTERNATIONAL, INC

License Type:

Private Investigator

License Status:

Current

**Expiration Date:** 

01/31/2018

Original Issuance Date:

01/25/2000

Addresses

Address of Record

Address

311 N ROBERTSON BLVD #523

BEVERLY HILLS , CA LOS ANGELES

90211

View on a map

President

Licensee's Role:

**Business License** 

Related Party Role:

Principal

. .ated Party Name

License/Registration Type

Address

STEPHENS, BASIL

**BSIS** Principals

PI to Qualified Manager

Licensee's Role:

Private Investigator

Related Party Role:

Qualified Manager

Related Party Name

License/Registration Type

Address

STEPHENS, BASIL Related Party Name

Private Investigator Qualified Manager

License/Registration Type

Address

HARDING, MONIQUE ELISE

**BSIS Principals** 

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANCELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX ISSUED: 4/22/2018

CCOUNT NO. FUND/CLASS DESCRIPTION STARTED BT ACCOUNT NO. 0002670524-0001-1 STATUS L049 Professions/Occupations 1/2/2013 Active

CLOSE HANGE INTERNATIONAL INC

311 N ROBERTSON BLVD STE 523 BEVERLY HILLS CA 90211-1705

7411 BEVERLY BOULEVARD LOS ANGELES, CA 90036-2724

如何的中部 (10.10mg)。

ISSUED BY:

Ontinta D. Christiale DIRECTOR OF FINANCE

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY MOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

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INFORTANT - HEAD REVERSE SIDE



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S). AUTHORIZED

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
	MP	ORTANT: If the certificate holds	r is a	1 ADE	DITIONAL INSURED the	oolicy(i	es) must hav	/e ADDITION	AL INSURED provisions	or be	endorsed.
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		Basil Stephens				INSUR		SURETY			
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	-	<del> </del>	-	1	1				MED EXP (Any one person)	\$	5,000
	-	J	-1		<u>†</u>				PERSONAL & ADV INJURY	\$	1,000,000
		N'L AGGREGATE LIMIT APPLIES PER:	1						GENERAL AGGREGATE	s	3,000,000
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	OFF	ICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	1,000,000
		s, describe under CRIPTION OF OPERATIONS below	1						E.L. DISEASE - EA EMPLOYEE	****	1,000,000
		JSINESS SERVICES	+		100279405		07/02/2015	07/02/2017	E.L. DISEASE - POLICY LIMIT BOND	\$	1,000,000
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### Registration Status: Active

If your business is still pursuing new federal opportunities, the entry federal registration must be renewed on or before:

### 08-18-2017

### Close Range International, Inc.

DBA: Close Range Safety Training Academy

The final date payments can be received for previously awarded contracts is 10-17-2017.

Basil Stephens 311 N. Robertson Blvd#523 Beverly Hills, CA 90211-1705

Email: steve@closerangepi.com Phone Number: (323) 343-0177 Fax Number: (888) 461-1893

Mailing Address: 311 N. Robertson Blvd #523

Beverly Hills, CA 90211-1705

DUNS: 030118967 CAGE: 5WT90

Public Business Name: Yes Delinquent Federal Debt: No

Minority Owned Business

### PSC Codes:

R423 SUPPORT- PROFESSIONAL: INTELLIGENCE

### NAICS Codes:

541690 OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES
561612 SECURITY GUARDS AND PATROL SERVICES

561621 SECURITY SYSTEMS SERVICES (EXCEPT LOCKSMITHS)

### **Supplier Profile**

### State of California Certification





?

?

Certification ID: 1795230

Legal Business Name

CLOSE RANGE INTERNATIONAL INC

Doing Business As (DBA) Name1:

CLOSE RANGE INTERNATIONAL INC

Doing Business As (DBA) Name2: Close Range International Inc

Office Phone Number 323/343-0177

Business Fax Number 323/857-1521

**Business Web Address** 

http://www.closerangepi.com ()

Service Areas

Imperial , Los Angeles , Orange , Riverside , San Bernardino , San Diego , Santa Barbara

Business Types:

BEVERLY HILLS

Service

Notification Preference

Total No. of Employees

Email

Address

CA 90211

Email:

23

311 N. ROBERTSON BLVD #523

steve@closerangepl.com (mailto:steve@closerangepl.com)

View Keywords View Classifications

**Active Certifications** 

Certification Type

Status

From

To

SB(Micro)

Approved

03/08/2017

09/31/2019

**Certification History** 

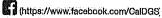
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(http://www.dgs.ca.gov/)

(http://www.fiscal.ca.gov/)

Search (search.aspx) | Privacy Policy (http://fiscal.ca.gov/Privacy\_Policy/index.i







Brian J. Stiger Director

January 30, 2017

Mr. Basil Stephens, CEO/Managing Partner Close Range International, Inc. 311 N. Robertson Blvd., #523 Beverly Hills, CA 90211

CBE Program I.D.#. 85524 Status: MBE

Los Angeles County Board of Supervisors

Hilda L. Solls Mark Ridley-Thomas

> Sheila Kuehl Janice Hahn Kathryn Barger

Dear Mr. Stephens:

Congratulations! Your firm has been recertified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program. This recertification is valid until January 30, 2019.

The County of Los Angeles Department of Consumer and Business Affairs (DCBA) reserves the right to request additional information and/or conduct an on-site visit at any time to verify any documentation submitted by the applicant. If there are any changes during this certification period, you are required to notify DCBA immediately.

Thank you for registering your business with the County's Vendor Registration website (WebVen) at http://camisvr.co.la.ca.us/webven. You are now eligible to participate in the County's online access to open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically via email of County bids by specific commodities/services.

Again, congratulations on your recertification. If you have any questions, please call (855) 230-6430 or email us at cbesbe@dcba.lacounty.gov and refer to the identification number above.

Sincerely,

Brian J. Stiger Director

Sabra Purifoy

Program Chief, Small Business Services

BJS:SP





Brian J. Stiger Director

Los Angeles County **Board of Supervisors** Hilda L. Solis Mark Ridley-Thomas Sheila Kuehl Janice Hahn Kathryn Barger

March 29, 2017

CLOSE RANGE INTERNATIONAL, INC. 311 North Robertson Blvd #523 Beverly Hills, CA 90211

Vendor # 17333701 Certification Record #: 7805

### CERTIFICATION LETTER FOR NON-FEDERALLY FUNDED COUNTY SOLICITATIONS

### Dear CLOSE RANGE INTERNATIONAL, INC.:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your LSBE certification expiration date is based on your State of California Department of General Services' (DGS) small business certification. Your certification expires on March 31, 2019.

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which include the "Request for Preference Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal along with a copy of this approval letter for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified LSBE, your company is now eligible for a 15-day prompt payment. Please call the Small Business Services office at 855-230-6430 or send an email to cheshe@dcba.lacounty.gov to request your free Prompt Payment Stamp and instructions.

The County of Los Angeles Department of Consumer and Business Affairs reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for the program. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

Again, congratulations on your certification. If you have any questions about our LSBE Program, please call us at 323-881-3964, visit our website at http://dcba.lacounty.gov. or email us at cbesbe@dcba.lacounty.gov.

Sincerely.

**BRIAN J. STIGER** DIRECTOR

SABRA PURIFOY

Program Chief, Small Business Services

BJS:SP





Brian J. Stiger Director Los Angeles County Board of Supervisors Hilda L. Solis Mark Ridley-Thomas Sheila Kuehl Janice Hahn Kathryn Barger

March 29, 2017

CLOSE RANGE INTERNATIONAL, INC. 311 N. Robertson Blvd # 523 Beverly Hills, CA 90211

Vendor #: 17333701 Certification Record #: 7805

### CERTIFICATION LETTER FOR FEDERALLY FUNDED COUNTY SOLICITATIONS

### Dear CLOSE RANGE INTERNATIONAL, INC.:

Congratulations! As a certified Local Small Business Enterprise (LSBE) with the County of Los Angeles your business is also eligible to bid on federally funded County solicitations based on your System for Award Management (SAM) registration as a small business. Your SAM registration expires on October 17, 2017.

Your business is eligible for LSBE preference consideration in those County of Los Angeles solicitations which are federally funded and subject to federal restrictions and which include the "Request for Preference Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal along with a copy of this approval letter for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified LSBE, your company is now eligible for a 15-day prompt payment. Please call the Small Business Services office at 855-230-6430 or send an email to <a href="mailto:cbesbe@dcba.lacounty.gov">cbesbe@dcba.lacounty.gov</a> to request your free Prompt Payment Stamp and instructions.

The County of Los Angeles Department of Consumer and Business Affairs reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for the program. Please contact our office immediately if your business experiences any changes that could affect eligibility during the certification period.

Again, congratulations on your certification. If you have any questions about our LSBE Program, please call us at 323-881-3964, visit our website at <a href="http://dcba.lacountv.gov">http://dcba.lacountv.gov</a> or email us at <a href="mailto:cbesbe@dcba.lacountv.gov">cbesbe@dcba.lacountv.gov</a>.

Sincerely,

BRIAN J. STIGER DIRECTOR

SABRA PURIFOY

Program Chief, Small Business Services

BJS:SP



### EXHIBIT "B"

Rates or Charges



### FINANCIAL STABILITY-5.1.4

Close Range International, Inc. is attaching our most recently prepared un-audited Financial Statements (Income Statement and Balance Sheet) that are prepared by Quickbooks.

These financial statements are prepared on a cash basis, and in accordance with Generally Accepted Accounting Principles for the most recent fiscal year end (2016) of the proposer.

Additionally, we are attaching our most recent Dun & Bradstreet report (DUNS# 03-011-8967).

Additionally, we have completed and submitted to the IRS our 2016 Federal & State Tax Returns prepared by our CPA's, Frostad & Ward, CPA located at 4281 Katella Avenue, Suite#127, Los Alamitos, CA 90720.

We will certainly submit our 2016 Federal & State Returns to the City of Long Beach, for your CONFIDENTIAL REVIEW, should the City of Long Beach requests them. We also will allow the City of Long Beach to retrieve these filed tax returns by signing IRS Form 4506-T, should the City request us to do so.

Finally, we are attaching an Independent Accountant's Review Report that was requested by Close Range International, Inc., so that we could abide by the terms of an application to The State of California for The Bureau of Private Post-Secondary Education and iTrain. This review was completed on December 28, 2016 and encompassed the dates of fiscal year end 12/31/2015 and May 31, 2016. This report was created exclusively for the application to obtain accreditation to gain government funding (Workforce/CA EDD) for student training to become California BSIS Security Officers.

### Close Range International, Inc.

### PROFIT AND LOSS

January - December 2016

	TOTAL
INCOME	
Investigation Income	2,927.00
Refunds & Allowances	-1,070.00
Sales of Product Income	84.85
Security Income	5,528.00
Service Income	3,421,839.81
Sublease Income	1,500.00
Training Income	4,660.93
Unapplied Cash Payment Income	0.00
Uncategorized Income	2,066.00
rotal Income	\$3,437,586.59
BROSS PROFIT	\$3,437,536.59
EXPENSES	
Advertising	2,763.00
Alarm Permit	30.00
Auto Expenses	773.00
Auto Fuel	9,908.79
Auto Insurance	7,266.08
Auto Lease	17,308.59
Auto R&M	10,156.31
Auto Registration	.868.00
Total Auto Expenses	46,280.77
Bank Service Charges	1,740.12
Business Gifts	4,107.57
Business License	5,770.31
Business Services	3,078.21
Charitable Contribution	500.00
Depreciation	537.00
Dues & Subscriptions	7,427.88
Employee Expense Reimbursements	3,464.74
HEALTH INSURANCE	21,496.09
Insurance	6,228.84
Liability	40,279,67
Worker's Compensation	84,773.00
Total Insurance	131,281.51
Interest Expense	9,648.98
Internet Services	2,934.00
IT Services	602.88
Legal & Professional Fees	347.99
Accounting	5,559.50
Total Legal & Professional Fees	5,907.49
License & Permits	4,285.25
Live scan	-64.00
FIAM ONGH	-0-7,00

	TOTAL
Meals and Entertainment	21,160.35
Merchant Fees	188.01
Office Expenses	22,389.88
Outside Security Services	24,746.59
Outside Services	195,790.11
Parking	1,971.25
Payroll Expenses	
1Salaries & Wages	2,355,930.84
Processing Fees	11,389.67
SH Medical Insur	4,820.64
Total Payroll Expenses	2,372,141.15
Postage	2,800.46
Printing	1,046.67
QuickBooks Payments Fees	3,976.40
Records Research	42,983.16
Recruiting	1,100.00
Rent Expense	88,200.00
Repairs & Maintenance	2,210.54
Small Equipment < \$2500	1,545.90
Supplies	13,747.76
Taxes	25.00
FUTA - Additional (Credit Reduction)	6,791.06
Income Tax - CA	1,600.00
Payroll	198,864.08
Total Taxes	207,280.14
Telephone	21,864.93
Training Expense	13,673.50
Travel	7,423.41
Travel Meals	102.52
Travel-Taxi Fare	715.86
Unapplied Cash Bill Payment Expense	0.00
Uniforms	18,601.29
Utilities	·
Cable	5,576.67
Electricity	14,182.34
Gas	256.08
Internet	1,454.31
Security	209.55
Waste Management	1,594.36
Total Utilities	23,273.3
Website Design	149.96
Total Expenses	\$3,340,874.98
NET OPERATING INCOME	\$96,661.64
OTHER INCOME	Analia ma.
Interest Income	5,61
Total Other Income	\$5.6
- We was the first of the state	y-10
OTHER EXPENSES	
OTHER EXPENSES  Needs Research	0.0

	TOTAL
Total Other Expenses	\$ -15.00
NET OTHER INCOME	\$20.61
NET INCOME	\$96,682.25

### Close Range International, Inc.

### BALANCE SHEET

As of December 31, 2016

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Checking - Academy - 0831	7,996.93
Checking - Business - 1030	83,000.87
Petty Cash	388.69
Savings - Academy - 5912	6,202.17
Savings - Business Market Rate - 6974	5,002.61
Total Bank Accounts	\$102,591.27
Accounts Receivable	
Accounts Receivable	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
Credit Card Receivables	0.00
Employee Cash Advances	500.00
Loans to Shareholders	
M. Harding	0.00
S. Stephens	0.00
Total Loans to Shareholders	0.00
Payroll Clearing	0.00
Uncategorized Asset	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$500.00
Total Current Assets	\$103,091.27
Fixed Assets	
Accumulated Depreciation	-68,149.00
Machinery & Equipment	57,224.40
Vehicles	11,731.20
Total Fixed Assets	\$808.60
TOTAL ASSETS	\$103,897.87
LIABILITIES AND EQUITY	The state of the s
Liabilities	
Current Liabilities	
Credit Cards	
AmEx CC 2000	0.00
AmEx CC 2002	33,957.90
Wells Fargo - 1734	0.00
Wells Fargo - 3725	0.00
Total Credit Cards	\$33,957.90
Other Current Liabilities	
Loans from Shareholders	
S. Stephens	13,701.38

	TOTAL
Total Loans from Shareholders	13,701.38
Payroli Taxes Payable	149.40
Total Other Current Liabilities	\$13,850.78
Total Current Liabilities	\$47,808.68
Total Liabilities	\$47,808.68
Equity	
Capital Stock	
M. Harding - 25,000 Shares	18,887.45
S. Stephens - 75,000 Shares	1,000.00
Total Capital Stock	19,887.45
M. Harding	
AAA - 25%	-258.84
Distributions	-14,861.29
Share of Income/(Losses)	<u>24,170.5</u> 6
Total M. Harding	9,050.43
Retained Earnings	-96,682.25
S. Stephens	
AAA - 12/31/13	0.00
AAA - 75%	-776.51
Distributions	-44,583.87
Share of Income/(Losses)	72,511.69
Total S. Stephens	<b>27,151.</b> 31
Net Income	96,682.25
Total Equity	\$56,089.19
TOTAL LIABILITIES AND EQUITY	\$103,897.87

### CreditBuilder™

CLOSE RANGE INTERNATIONAL, INC. - Full Company View

Saved by Basil Stephens | 04-08-2017

### **Summary**

Report as of: 04-08-2017

### **CLOSE RANGE INTERNATIONAL, INC.**

Tradestyle(s): CLOSE RANGE SAFETY TRAINING ACADEMY

ACTIVE SINGLE LOCATION

Address:

311 N Robertson Blvd. #523. Beverly Hills. CA. 90211, UNITED STATES

Phone:

(323) 343-0177

D-U-N-S:

03-011-8967

Alerts:

**PAYDEX®** Score

Delinquency Predictor Percentile Financial Stress Percentile

**D&B Viability Rating** 

80

94

18

21 C G

**Company Profile** 

D-U-N-S

03-011-8967

Mailing Address
United States

**Annual Sales** 

USS 4.000.000

Legal Form

Corporation (US)

Telephone

Employees 43

(323) 343-0177

Date Incorporated

April 2: 1999

Fax

Age (Year Started)

(323) 857-1521

18 years (1999)

State of Incorporation

California

Website

Named Principal

www.closerangepi.com

Basil Stephens, CHAIRMAN

Ownership

Not publicly traded

Line of Business

Business services

Risk Assessment

X

PAYDEX® Score

80

Low Risk (100)

Pays On Time

High Risk (0)

### **Delinquency Predictor Percentile**



Low Bisk (100)

Company's risk level is: [16]

Probability of delinquency over the next 12 months: 1.25%

High Risk (1)

Past 12 Months

### Financial Stress Percentile



Low Risk (100)

Company's risk level is: (140)//41/(00)

Probability of failure over the next 12 months: 0.09%

High Flisk (1)

Past 12 Months

### Supplier Evaluation Risk Rating



Low Risk (1)

High Risk (9)

Company's risk level is: [10]!

Past 12 Months

Low risk of supplier experiencing severe financial stress over the next 12 months

### Overall Business Risk



### Dun & Bradstreet Thinks...

- Overall assessment of this company: VERY STABLE CONDITION
- Based on the perceived sustainability of this company: HIGH LIKELIHOOD OF CONTINUED OPERATIONS
- Based on the payment behavior of this company: VERY-LOW-POTENTIAL-FOR-SEVERELY-DELINQUENT-PAYMENTS

### Maximum Credit Recommendation



The recommended limit is based on a low probability of severe delinquency.

### nga Hating

Current	Rating	as c	30 lc	3-04-	20	1(
---------	--------	------	-------	-------	----	----

Employee Size

Risk Indicator

1R

2

10 employees and over

Low Risk

### **D&B Viability Rating**

### Portfolio Comparison Score



Low Risk (1)

High Risk (9)

Company's risk level is: [MeW]

Probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months: 2%

# Events Occurrences Last Filed Bankruptcies 0 0 Judgments 0 Liens 0 0 Suits 0 0 Currences Currences Last Filed Currences 
**Trade Payments** 

>

### **Highest Past Due**



Highest Now Owing

Total Trade Experiences

Largest High Credit

Average High Credit US\$ 26,093

US\$ 2,500

15

US\$ 200,000

Ownership

>

This company is a Single Location

Total Members in Family Tree -

Subsidiaries

Branches

Peers									*
Peer Name	PAYDEX®	Financial Stress Score	Delinquency Predictor Score	/Supplier Eval. Risk Rating	D&B Rating	D&B Vlability Rating	Maximum Credit Recommendation	# of Inquiries In 12 mos	
BLACK BOX SECURITY INC.	80	1547	586	2	2R3	<u></u>	2500	4	
GAVIN DE BECKER & ASSOCIATES	73	1482	505	2	1R3	¥	80000	58	
WORLD PROTECTION GROUP, THE, INC	80	1487	511	Ź	1R3	**	25000	1,1	
PICORE & ASSOCIATES INC	31	1413	471	5	1R3	•	15000	6	
360 GROUP INTERNATION INC.	N/A IAL,	1490	450	8	DS	**	750	· O	
Financial Overv	/lew		<u> </u>						*
		Thi	s company has	not provided	t financial sta	tements to D&E	3.		
Inquiries	<del>, i</del>			<u>:</u>				······································	>
12 Months S	Summary								

Total number of Inquiries

**Unique Customers** 

14

12

### **Risk Assessment**

PAYDEX® Score

Based on 24 months of data

8(0) Low Risk (100)

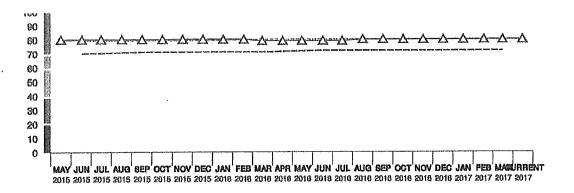
High Risk (1)

Risk of Slow Pay Low

Payment Behavior Pays on time

Based on a D&B PAYDEX® Score of 80

**Business and Industry Trends** 



PAYDEX® Score

-∆-

ındustryMedian

IndustryLow

WORLD PROTECTION ...

PICORE & ASSOCIATE...

**GAVIN DE BECKER & A..** 

BLACK BOX SECURITY ..

### **Understand My Score**

Total Last 24 Months: 15

### Payment History

Months Since Last Sale Past Due (US\$) Date of Experience Payment Status Selling Terms High Credit (US\$) Now Owes (US\$) 7,500 2,500 0 Pays Promptly 03/17 0 50 1 03/17 Pays Promptly 50 250 0 02/17 Pays Promptly 250

View All

Between 6 and 12 Months Pays Promptly 02/17 Cash account 500 1

100

0

0

### Keys

01/17

PAYDEX®	Payment Practices
100	Anticipate
·90	Discount
80	Prompt
70	15 Days Beyond Terms
60	22 Days Beyond Terms
50	30 Days Beyond Terms
40	60 Days Beyond Terms
30	90 Days Beyond Terms
20	120 Days Beyond Terms

UN

Unavailable

**Delinquency Predictor Score** 

94

Score

Class

1

593 --

### Based on a D&B Delinquency Predictor Percentile of 94

### Factors Affecting Your Score:

Higher risk industry based on delinquency rates for this industry

Level of risk

Low

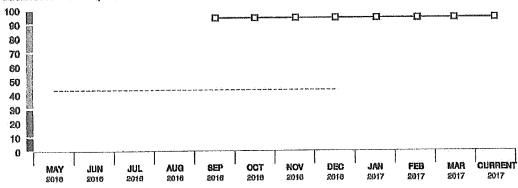
Probability of Delinquency

1.25%

Compared to Businesses in D&B

Database 10.2%

**Business and Industry Trends** 



Delinquency Predictor ...

-17-

industryMedian

....

**GAVIN DE BECKER & A..** 

WORLD PROTECTION ...

PICORE & ASSOCIATE...

360 GROUP INTERNAT...

BLACK BOX SECURITY..

Financial Stress Score



Score

Class

1536 --

2

Low Risk (100)

High Risk (1)

Based on a D&B Financial Stress Percentile of 81

### Factors Affecting Your Score:

Low proportion of satisfactory payment experiences to total payment experiences

Level of risk

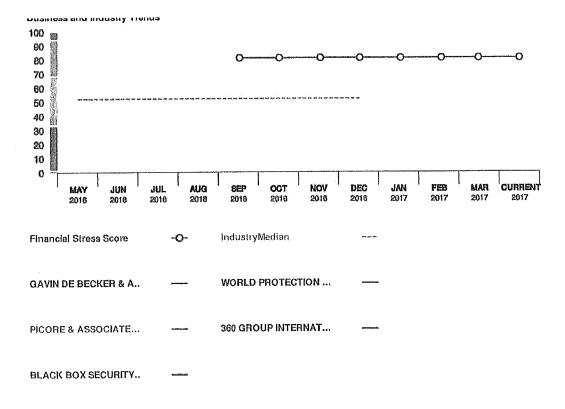
Low-Moderate

Probability of Failure

0.09%

Average Probability of Failure for Businesses in D&B Database

0.48%



Supplier Evaluation Risk Rating

Based on 24 months of data



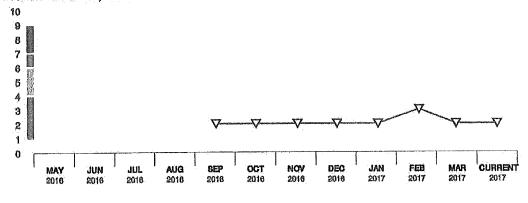
Low Risk (1)

High Risk (9)

### Factors Affecting Your Score:

- Business belongs to an industry with above average risk of ceasing operations or becoming inactive
- · Limited business activity signals reported in the past 12 months
- · Financial statements not reported

### **Business and Industry Trends**



Supplier Evaluation Score

 $\nabla$ 

GAVIN DE BECKER & ASSO.. -

WORLD PROTECTION GRO. -

PICORE & ASSOCIATES INC

360 GROUP INTERNATIONA.

BLACK BOX SECURITY INC.

### Overall Business Risk



Love Monteard Montefors; mon-Mouteard mon-

### Dun & Bradstreet Thinks...

- Overall assessment of this company: VERY STABLE CONDITION
- Based on the perceived sustainability of this company: HIGH LIKELIHOOD OF CONTINUED OPERATIONS
- Based on the payment behavior of this company: VERY-LOW-POTENTIAL-FOR-SEVERELY-DELINQUENT-PAYMENTS

Maximum Credit Recommendation

US\$ 135,000

The recommended limit is based on a low probability of severe delinquency.

### **D&B Rating**

Current Rating as of 08-04-2016

**Employee Size** 

Risk Indicator

1R

2:

10 employees and over

Low Risk

### **D&B Viability Rating**

### Portfolio Comparison Score

1

Low Risk (1)

High Risk (9)

Probability of becoming no longer

viable

2%

Percentage of businesses ranked with this

score

11%

Level of risk

viable

5%

Level of risk

Low

Low

Rating Confidence Level

**Decision Support** 

### Viability Score



Low Risk(1)

High Risk (9)

Probability of becoming no longer viable

2%

Percentage of businesses ranked with this score

14%

Average probability of becoming no longer viable

4%

### Data Depth Indicator



- Rich Firmographics
- Extensive Commercial Trading Activity

Average probability of becoming no longer

No Financial Attributes

### Company Profile



Financial Data

Not

Available

Trade Payments

Available

Company Size

Large

Years In Business

Established

Compared to ALL US Businesses within the D&B Database:

• Financial Data :

• Trade Payments : Available: 3+Trade

• Company Size : Large: Employees:50+ or

Sales: \$500K+

Years in Business : Established: 5+

### **Trade Payments**

**Trade Payments Summary** 

Overall Payment Behavior

% of Trade Within Terms

0

Days Beyond Terms

100%

Highest Past Due

**US\$0** 

**Highest Now Owing:** 

USS 2.500

**Total Trade Experiences:** 

Largest High Credit: USS 200,000

Average High Credit: USS 26,093

**Total Unfavorable Comments:** 

Largest High Credit: USS 0

**Total Placed in Collections:** 

0

Largest High Credit: US\$ 0

Trade Payments By Credit Extended		Dispute Payments
Range of Credit Extended (US\$)	Number of Payment Experiences	% Within Terms
100,000 -	, 1	100
50,000 - 99,999	0	Ö
15,000 - 49,999	0	0
5,000 - 14,999	Ť	100
1,000 - 4,999	0	0
÷ 999	6	100

### Trade Payments By Industry

Industry Category	Number of Payment Experiences		Largest High Credit (US\$)	% Within Terms (Expand to View)	
<ul> <li>27 - Printing, Publishing and Allied Industries</li> </ul>		1	100		
2752 - Lithographic printing	,	1	100	100	
→ 48 - Communications		3	200,000		
4812 - Radiotelephone commun		1	250	100	

4813 - Telephone communictns	2	200,000	100
→ 59 - Miscellaneous Retáil	1	500	
5999 - Ret misc merchandise	1	500	100
→ 60 - Depository Institutions	Ż	7,500	
6021 - Natni commercial bank	1	7,500	100
6035 - Federal savings bank	1	50	100
▼ 73 - Business Services	1	250	
7389 - Misc business service	1	250	100

### Trade Lines

Date of Experience -	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
03/17	Pays Promptly	.*	7,500	2,500	o	-
03/17	Pays Promptly	<b>~</b>	50	50	0	1
02/17	Pays Promptly	**	250	250	-0	İ
02/17	Pays Promptly	-	100	0	0	Between 6 and 12 Months
01/17	-	Cash account	500	•,	-	1
12/16	Pays Promptly	-	100	*	-	1
08/16	Pays Promptly	N30	200,000	Ö,	Ó	ţ
08/16	Pays Promptly	N30	500	Ó	O	Between 4 and 5 Months
08/16	Pays Promptly	N30	250	250	0	1
08/16		Cash account			-	1
08/16	4	Cash account	-	я	•	Between 4 and 5 Months
07/16		Cash account	50	Ţ::	<del>-</del>	1
07/16	Test	Cash account	50	<u>.</u>	-	Ť
07/16	-	Cash account	50	#	•	1
05/16	Sw.,	Cash account	750	~		İ;

### Legal Events

Judgments	Llens	Sults	UCC Filings
0	0	0	0
Latest Filing:	Latest Filing:	Latest Filing:	Latest Filing.

D&B has not received any Public Filings for this company

### **Special Events**

There have been no Special Events reported for your company. If you have had a change in ownership or with officers of the company, please call customer service at 800-333-0505.

### **Ownership**

This business, CLOSE RANGE INTERNATIONAL, INC. is not currently part of a family tree.

### **Company Profile**

**Company Overview** 

**D-U-N-S** 03-011-8967 Malling Address United States Annual Sales US\$.4 000 000 **டாதுவ** ட்பார்

Corporation (US)

1 diahitatia

(323) 343-0177

muhinidago

43

April 2 1999

Ownership

Fax

(323) 857-1521

Age (Year Started) 18 years (1999)

Website

Named Principal

Not publicly traded

www.closerangepl.com

Basil Stephens, CHAIRMAN

Line of Business Business services

**Business Registration** 

Corporate and business registrations reported by the secretary of state or other official source as of: 03-31-2017 This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

**Registered Name** 

CLOSE RANGE INTERNATIONAL, INC.

**Corporation Type** 

Corporation (US)

**Business Commenced On** 

1999

State of Incorporation

**CALIFORNIA** 

Date Incorporated

04-02-1999

Registration ID

C2136060

**Registration Status** 

ACTIVE

Filing Date

04-02-1999

Where Filed

**BUSINESS PROGRAMS DIVISION** 

Registered Agent

Name

RODERICK J LINDBLOM, ESQ.

Address

9777 WILSHIRE BLVD, STE 1000, 10TH FLOOR, BEVERLY HILLS, CA, 902110000

Registered Principal

Name

BASIL J. STEPHENS

Title

Chief Executive Officer

Address

311 N. ROBERTSON BLVD#523, BEVERLY HILLS, CA, 902110000

**Principals** 

Officers

BASIL STEPHENS, CHAIRMAN MONIQUE HARDING, SNR. V PRES-SEC

Directors

### **Company Events**

### The following information was reported on: 02-14-2017

The California Secretary of State business registrations file showed that Close Range International, Inc. was registered as a Corporation on April 2, 1999, under the file registration number C2136060.

Business started 1999. 100% of capital stock is owned by officers.

BASIL STEPHENS. 1999-present active here.

MONIQUE HARDING. 2011-present active here.

AFFILIATE: The following is related through common ownership and/or financial interest: DUNS: 039655123 - Close Range Safety Training Academy

### **Business Activities And Employees**

The following information was reported on: 02-14-2017

business-information-header

**Trade Names** 

CLOSE RANGE SAFETY TRAINING ACADEMY

Description

Operates business services, specializing in personal investigation services. Provides detective, guard or armored car services, specializing in security guard services.

Terms are Net 30 days. Sells to wholesalers, retailers, manufacturers, commercial concerns,

government and general public. Territory: Southern California.

**Employees** 

43 which includes officer(s) and 10 part-time.

**Financing Status** 

Unsecured

### SIC/NAICS Information

SIC Codes	SIC Description	Percentage of Business
7389	Business services	-
73899935	Personal investigation service	-
73810105	Security guard service	-
NAICS Codes	NAICS Description	
541990	All Other Professional, Scientific and Tech	nical Services

Security Guards and Patrol Services

**Government Activity** 

561612

Dispute Government Activity

**Activity Summary** 

Borrower(Dir/Guar)

No

Administrative Debt No

Contractor No

Grantee No

Party excluded from federal program(s)

No

Yes

Possible candidate for socio-economic program consideration

8(A) Firm

Labor Surplus Area Yes (2017)

Small Business Yes (2017)

### **Financials**

D&B currently has no financial information on file for this company

### Inquiries

Inquiries-Summary - 12 Months

Total number of Inquirles

**Unique Customers** 

14

12

### Inquiries-Summary

Over the past 12 months ending 4-2017, 14 individual requests for information on your company were received. The 14 inquiries were made by 12 unique customers indicating that some companies have inquired on your business multiple times and may be monitoring you. Of the total products purchased, 5, or 35 % came from the Services; 4, or 28 % came from the Finance, Insurance, and Real Estate; 3, or 21 % came from the Public Administration; 2, or 14 % came from the Manufacturing;

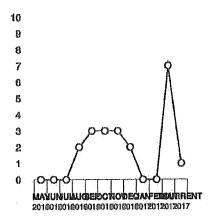
SIC/Sector

Type

Date

35 - Industrial Machinery & Equipment	General Data Request	2016-09-30
3571 - Electronic Computers	General Data Request	2016-09-30
3571 - Electronic Computers	D&B Risk Solution	2016-09-30
48 - Communications	D&B Risk Solution	2017-03-22
4813 - Telephone Communication, Except Radio	D&B Proprietary Score Request	2017-03-22
4813 - Telephone Communication, Except Radio	D&B Risk Solution	2017-03-22
4813 - Telephone Communication, Except Radio	D&B Risk Solution	2017-03-22
4813 - Telephone Communication, Except Radio	D&B Proprietary Score Request	2017-03-22
91 - Executive, Legislative & General Government	Sales & Marketing Solution	2016-10-17
9199 - General Government, Other	D&B Risk Solution	2017-03-14
9199 - General Government, Other	Sales & Marketing Solution	2016-10-17
9199 - General Government, Other	Sales & Marketing Solution	2016-08-12
9199 - General Government, Other	D&B Risk Solution	2016-08-12
61 - Non-Depository Institutions	D&B Risk Solution	2016-09-13
6159 - Miscellaneous Business Credit	D&B Risk Solution	2016-09-13
51 - Nondurable Goods	Sales & Marketing Solution	2017-03-26
5113 - Industrial and Personal Service Paper	D&B Risk Solution	2017-03-27
5113 - Industrial and Personal Service Paper	Sales & Marketing Solution	2017-03-26
63 - Insurance Carriers	D&B Risk Solution	2016-11-16
6311 - Life Insurance	D&B Risk Solution	2016-11-16
6311 - Life Insurance	D&B Risk Solution	2016-11-16
6311 - Life Insurance	D&B Risk Solution	2016-11-16
75 - Auto Repair, Services & Parking	D&B Risk Solution	2016-10-07
7515 - Passenger Car Leasing	D&B Risk Solution	2016-10-07
7515 - Passenger Car Leasing	D&B Risk Solution	2016-10-06
87 - Engineering & Management Services	General Data Request	2016-12-23
8721 - Accounting, Auditing & Bookkeeping	D&B Risk Solution	2017-04-04
8741 - Management Services	General Data Request	2016-12-23
8741 - Management Services	D&B Risk Solution	2016-12-23
and the second of the second o	The second secon	

### Inquiries Trends - 12 Month



Top-Five-Inquiries	
By SIC Sector	
Services	5
Finance, Insurance, and Real Estate	4
Public Administration	3
Manufacturing	2:
By Report Type	
D&B Risk Solution	14
General Data Request	2.
Sales & Marketing Solution	2

All-Inquiries							
Industry		Total Inquiries	May 2016 to July 2016	August 2016 to October 2016	November 2016 to January 2017	February 2017 to April 2017	
Manufacturin	g	2	0	2	0	0	
Finance, Inst Real Estate	ırance, and	-4	0	1	3	0	
Services		<b>5</b> :	Ø	2	2	1	
Public Admin	stration	. 3	0.	3	0,	Ó	

### Peers Inquiries

Peers Inquiries Summary - 12 Months	
Peer Name Total inquiries Unique Customers	
BLACK BOX SECURITY INC.	3
GAVIN DE BECKER & ASSOCIATES	59
WORLD PROTECTION GROUP, THE, INC	i1
PICORE & ASSOCIATES INC	Ĝ.
360 GROUP INTERNATIONAL, INC.	0

### Trends

Peer Name	Twelve Month Inquiries	Year over Year Inquiries		
GAVIN DE BE	CKER & ASSOCIATES		59	94
WORLD PRO	TECTION GROUP, THE, INC		41	3
PICORE & AS	SOCIATES INC		6	3
BLACK BOX S	SECURITY INC.		3	3

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### J MARK OLSON CPA, INC. 5732 TYRONE AVENUE VAN NUYS, CA 91401

Phone: (949) 291-9211

### Independent Accountant's Review Report

The Board of Directors and Management of Close Range International, Inc.

We have reviewed the accompanying financial statements of Close Range International, Inc. (a corporation) (the "Company"), which comprise the statement of assets, liabilities, and stockholders' equity—cash basis as of December 31, 2015 and May 31, 2016, and the related statement of revenues, expenses, and retained earnings—cash basis for the year ended December 31, 2015 and the five months ended May 31, 2016, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting; this includes determining that the cash basis of accounting is an acceptable basis for the preparation of financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with the cash basis of accounting. We believe that the results of our procedures provide a reasonable basis for our conclusion.

### Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with the cash basis of accounting.

### Basis of Accounting

We draw attention to Note 2 of the financial statements, which describes the basis of accounting. The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our conclusion is not modified with respect to this matter.

This report is intended solely for use by The Bureau for Private Postsecondary Education and iTrain (for the South Bay Workforce Investment Board) and is not intended to and should not be used by anyone other than The Bureau for Private Postsecondary Education and iTrain for applications to obtain accreditation to gain government funding for student training.

J Mark Olson CPA, Inc.

of Mak Olan

Van Nuys, CA

December 27, 2016

# CLOSE RANGE INTERNATIONAL, INC. STATEMENTS OF ASSETS, LIABILITIES AND STOCKHOLDERS' EQUITY—CASH BASIS

### December 31, 2015 and May 31, 2016

	<u>ן</u>	)ecemb	er 31, 2015		May 31, 2016
ASSETS					
Cash	\$		102,196	\$ "	153,275
Employee Advances			27,900		40,245
Note Receivable from Stockholder			116,959		116,959
Property and Equipment	_		1,344	<b></b>	1,120
Total assets	\$ "	<b>*</b>	248,399	\$	311,599
LIABILITIES AND STOCKHO	OLL	ERS' E	QUITY		
Liabilities:					
Credit Cards Payable	\$.		123,132	\$_	63,494
Total liabilities	-	<b>*</b>	123,132	·	63,494
Stockholder's equity:					
Common stock, no par value, 100,000 shares authorized,					
100,000 shares issued and outstanding		p.	19,887	p	19,887
Retained Earnings			105,380	*	228,218
Total stockholders' equity	!	······································	125,267	p	248,105
Total liabilities and stockholders' equity	\$		248,399	\$	311,599

The accompanying notes are an integral part of these financial statements.

# CLOSE RANGE INTERNATIONAL, INC. STATEMENTS OF REVENUES, EXPENSES AND RETAINED EARNINGS—CASH BASIS

For the Year Ended December 31, 2015 and the Five Months Ended May 31, 2016

	December 31, 2015	_	May 31, 2016
Revenue	\$ 2,259,557	\$.	1,619,826
Operating expenses:			
Advertising	2,204		1,040
Automobile	30,592		15,357
Charitable Contributions	2,094		**
Depreciation	12,627		224
Insurance	102,586		81,423
Legal and Professional	14,024		3,909
Miscellaneous	5,378		273
Office	32,868		23,252
Outside Services	61,121		102,942
Payroll and Employee Related	1,710,711		1,182,900
Rent	83,640		44,100
Taxes and Licenses	5,619		3,882
Trayel and Entertainment	26,341		10,667
Utilities	36,264		19,315
	2,126,069		1,489,284
Income from Operations	133,488		130,542
Non-Operating Expenses:			
Interest	(20,299)		(6,904)
Income Before Provision for Income Taxes	113,189		123,638
Provision for Income Taxes	1,622		800
Net Income	\$ 111,567	\$	122,838
Retained Earnings, Beginning of Period	(6,187)		105,380
Retained Earnings, End of Period	\$	\$	228,218

The accompanying notes are an integral part of these financial statements.

## CLOSE RANGE INTERNATIONAL, INC. NOTES TO FINANCIAL STATEMENTS

For The Year Ended December 31, 2015 and the Five Months Ended May 31, 2016

### NOTE 1—ORGANIZATION AND NATURE OF THE BUSINESS

Close Range International, Inc. (the "Company") is a California S corporation which was founded and licensed in 1999. The Company provides professional private investigative services, security and protection services and training services to a diverse mix of clients, including individuals, attorneys, corporations and governments.

### NOTE 2—BASIS OF ACCOUNTING

The accompanying financial statements have been prepared on the cash basis of accounting used by the company for federal income tax purposes, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America ("GAAP"). The following are the significant differences from GAAP:

- Revenues and the related assets are recognized when received rather than earned, and expenses generally are recognized when paid rather than when the obligation is incurred. Consequently, trade receivables and payables are not reflected in the accompanying financial statements.
- Prepayments for services that will be used within 8-1/2 months from the statement of assets and liabilities date are expensed in the year paid. GAAP requires the characterization of prepaid expenses as an asset that will expire after the statement of assets and liabilities date.
- The Company treats up to a prescribed maximum of qualifying property as a deduction in the year of acquisition rather than as a capital expenditure, and calculates depreciation claiming a special first-year accelerated and using the statutory accelerated cost recovery periods instead of useful lives.

Accordingly, the accompanying financial statements are not intended to present financial position and results of operations in conformity with GAAP.

### NOTE 3—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### Property and Equipment

Property and equipment are stated at cost. Depreciation is computed on the basis the Company uses for federal income tax purposes.

### Revenue Recognition

Revenue and interest income on the note receivable from shareholder is recognized when received rather than earned.

# CLOSE RANGE INTERNATIONAL, INC. NOTES TO FINANCIAL STATEMENTS

For The Year Ended December 31, 2015 and the Five Months Ended May 31, 2016

### Income Taxes

The Company has elected to be taxed as an S corporation for federal income tax purposes. An S corporation is generally not subject to federal income tax as amounts are passed through to the shareholders. The Company is subject to California income taxes at the rate of 1.5% of California taxable income, with a minimum income tax of \$800 per year.

### NOTE 4—RELATED PARTY TRANSACTIONS

### Note Receivable from Stockholder

On May 27, 2015, the Company issued a note receivable from one of its stockholders in the principal amount of \$116,959. The note bears simple interest at the rate of \$327 (.28%) per annum and is due on demand.

From time to time, the Company makes advances to its stockholders or pays expenses on behalf of the stockholders. Amounts advanced do not bear interest. During the year ended December 31, 2015 and the five months ended May 31, 2016, the Company advanced \$24,510 and \$12,345, respectively, to its stockholders.

### NOTE 5—PROPERTY AND EQUIPMENT

Property and equipment consists of the following as of December 31, 2015 and May 31, 2016:

	December 31, 2015	May 31, 2016
Equipment	\$ 57,225	\$ 57,225
Vehicles	11,731	11,731
	68,956	68,956
Accumulated Depreciation	(67,612)	(67,836)
	\$ 1,344	\$ 1,120

Depreciation expense was \$12,627 and \$224, respectively, for the year ended December 31, 2015 and the five months ended May 31, 2016.

# CLOSE RANGE INTERNATIONAL, INC. NOTES TO FINANCIAL STATEMENTS

For The Year Ended December 31, 2015 and the Five Months Ended May 31, 2016

### NOTE 6—COMMITMENTS AND CONTINGENCIES

### Operating Leases

The Company leases its office space and automobiles for its shareholders under operating leases with terms through 2017. Future minimum rental payments are as follows for the year ended December 31, 2015 and the five months ended May 31, 2016:

	December 31, 2015	May 31, 2016
2016	\$ 14,153	\$ 14,153
2017	8,256	2,359
	\$ 22,409	\$ 16,512

Rent expense was \$97,793 and \$49,997 for the year ended December 31, 2015 and the five months ended May 31, 2016, respectively.

### Concentrations of Credit Risk

For the year ended December 31, 2015, five customers accounted for approximately 83% of the Company's revenue. For the five months ended May 31, 2016, five customers accounted for approximately 76% of the Company's revenue.

### NOTE 7—SUBSEQUENT EVENTS

There were no significant subsequent events that have occurred through December 27, 2016, the date of the review report.

# EXHIBIT "C"

City's Representative:
Annie Khin
(562) 570-6635

# EXHIBIT "D"

# Additional Materials/Information Furnished: None