

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

1 AGREEMENT

2 **33453**

3 THIS AGREEMENT is made and entered, in duplicate, as of  
4 May 20, 2014, pursuant to a minute order adopted by the City Council of  
5 the City of Long Beach at its meeting on January 21, 2014, by and between BUNNELL  
6 ENTERPRISES, INC. DBA TOTAL NETWORK SOLUTIONS, a California corporation,  
7 located at 5150 E. Pacific Coast Highway, Suite 530, Long Beach, CA 90804  
8 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the City requires specialized services requiring unique skills to  
10 be performed on an as-needed basis in connection with professional and technical  
11 services for information technology projects and systems ("Project"); and

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

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

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

22 1. SCOPE OF WORK OR SERVICES.

23 A. Contractor shall furnish specialized services more particularly  
24 described in Exhibit "A", attached to this Agreement and incorporated by this  
25 reference, in accordance with the standards of the profession, and City shall pay  
26 for these services in the manner described below, not to exceed Fifty Thousand  
27 Dollars (\$50,000.00), at the rates or charges shown in Exhibit "A".

28 B. City shall pay Contractor in due course of payments following

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

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

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

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

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

10 2. TERM. The term of this Agreement shall commence on April 22,  
11 2014, and shall terminate on January 22, 2016, unless sooner terminated as provided in  
12 this Agreement, or unless the services or the Project is completed sooner. The term of  
13 this Agreement may be extended for up to two (2), one (1) year terms at the discretion of  
14 the City Manager or his designee.

15 3. COORDINATION AND ORGANIZATION.

16 A. Contractor shall coordinate its performance with City's  
17 representative. Contractor shall advise and inform City's representative of the  
18 work in progress on the Project in sufficient detail so as to assist City's  
19 representative in making presentations and in holding meetings on the Project.

20 B. The parties acknowledge that a substantial inducement to City  
21 for entering this Agreement was and is the reputation and skill of Contractor's key  
22 employee James F. Bunnell. City shall have the right to approve any person  
23 proposed by Contractor to replace that key employee.

24 4. INDEPENDENT CONTRACTOR. In performing its services,  
25 Contractor is and shall act as an independent contractor and not an employee,  
26 representative or agent of City. Contractor shall have control of Contractor's work and  
27 the manner in which it is performed. Contractor shall be free to contract for similar  
28 services to be performed for others during this Agreement; provided, however, that

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

9 5. INSURANCE.

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

17 (a) Commercial general liability insurance (equivalent in scope to  
18 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
19 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
20 coverage shall include but not be limited to broad form contractual liability,  
21 cross liability, independent contractors liability, and products and  
22 completed operations liability. City, its boards and commissions, and their  
23 officials, employees and agents shall be named as additional insureds by  
24 endorsement (on City's endorsement form or on an endorsement  
25 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and  
26 this insurance shall contain no special limitations on the scope of  
27 protection given to City, its boards and commissions, and their officials,  
28 employees and agents. This policy shall be endorsed to state that the

1 insurer waives its right of subrogation against City, its boards and  
2 commissions, and their officials, employees and agents.

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

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

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

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

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

26 D. If this coverage is written on a "claims made" basis, it must  
27 provide for an extended reporting period of not less than one hundred eighty (180)  
28 days, commencing on the date this Agreement expires or is terminated, unless

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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.

H. 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 contemplates the personal services of Contractor and Contractor's employees, and the

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

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

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

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

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

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

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

26           12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for  
27 a breach of confidentiality with respect to Data that: (a) Contractor demonstrates  
28 Contractor knew prior to the time City disclosed it; or (b) is or becomes publicly available



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

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

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

21           15. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
22 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
23 amounts the payment of which may be in dispute or that are necessary to compensate  
24 the City for any losses, costs, liabilities or damages suffered by the City, and all amounts  
25 for which the City may be liable to third parties, by reason of Contractor's acts or  
26 omissions in performing or failing to perform Contractor's obligations under this  
27 Agreement. In the event that any claim is made by a third party, the amount or validity of  
28 which is disputed by Contractor, or any indebtedness exists that appears to be the basis

1 for a claim of lien, the City may withhold from any payment due, without liability for  
2 interest because of the withholding, an amount sufficient to cover the claim. The failure  
3 of the City to exercise the right to deduct or to withhold will not, however, affect the  
4 obligations of Contractor to insure, indemnify and protect the City as elsewhere provided  
5 in this Agreement.

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

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

23 18. PREVAILING WAGES.

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

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Code section 1720.

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

19. 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.

20. INDEMNITY.

A. Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this 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 Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control,

1 in the performance of work or services under this Agreement (collectively "Claims"  
2 or individually "Claim").

3 B. In addition to Contractor's duty to indemnify, Contractor shall  
4 have a separate and wholly independent duty to defend Indemnified Parties at  
5 Contractor's expense by legal counsel approved by City, from and against all  
6 Claims, and shall continue this defense until the Claims are resolved, whether by  
7 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
8 breach, or the like on the part of Contractor shall be required for the duty to defend  
9 to arise. City shall notify Contractor of any Claim, shall tender the defense of the  
10 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,  
11 in the defense.

12 C. If a court of competent jurisdiction determines that a Claim  
13 was caused by the sole negligence or willful misconduct of Indemnified Parties,  
14 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the  
15 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
16 percentage of willful misconduct attributed by the court to the Indemnified Parties.

17 D. The provisions of this Section shall survive the expiration or  
18 termination of this Agreement.

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

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

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23. NONDISCRIMINATION.

A. 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 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.

24. 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.

A. During the performance of this Agreement, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor 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 Contractor 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.”

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

C. If the Contractor fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due

1 or to become due under the Agreement may be retained by the City. The City  
2 may also pursue any and all other remedies at law or in equity for any breach.

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

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

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

19 26. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
20 that Contractor has not employed or retained any entity or person to solicit or obtain this  
21 Agreement and that Contractor has not paid or agreed to pay any entity or person any  
22 fee, commission or other monies based on or from the award of this Agreement. If  
23 Contractor breaches this warranty, City shall have the right to terminate this Agreement  
24 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct  
25 from payments due under this Agreement or otherwise recover the full amount of the fee,  
26 commission or other monies.

27 27. WAIVER. The acceptance of any services or the payment of any  
28 money by City shall not operate as a waiver of any provision of this Agreement or of any

1 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
2 Agreement shall not constitute a waiver of any other or subsequent breach of this  
3 Agreement.

4 28. CONTINUATION. Termination or expiration of this Agreement shall  
5 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
6 18, 21 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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

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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.

BUNNELL ENTERPRISES, INC. DBA  
TOTAL NETWORK SOLUTIONS, a  
California corporation

May 20, 2014

By Mary Bunnell / COO  
Signature / Title

Mary Bunnell  
Type or Print Name

May 20, 2014

By [Signature] / President  
Signature / Title

James F. Bunnell  
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

C. C., 2014

By [Signature] Assistant City Manager

[Signature] City Manager  
"City" EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

This Agreement is approved as to form on May 29,  
2014.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy





**TOTAL NETWORK**  
SOLUTIONS

YOUR IT SOLUTIONS PROVIDER

EXHIBIT A

**REQUEST FOR PROPOSAL NO.TS14-011**  
**FOR: Information Technology Professional Services**



November 27, 2013

Ms. Michelle King  
City of Long Beach  
Purchasing Division  
333 West Ocean Blvd., 7<sup>th</sup> Floor  
Long Beach, CA 90802

SUBJECT: Request for Proposal Number TS14-011 for Information Technology Services

Dear Ms. King:

Thank you for your consideration of Total Network Solutions as a vendor to provide Information Technology Professional Services to the City of Long Beach. I am pleased to submit the attached response to your RFP TS 14-011.

We appreciate the opportunity to explore how our capabilities may be of service to you. Total Network Solutions offers a vast array of services such as Application Development, Project Management, Staffing and Outsourced IT services. Our proven track record qualifies us to help you achieve your system objectives. Our goal is to continue to build your confidence and trust in Total Network Solutions.

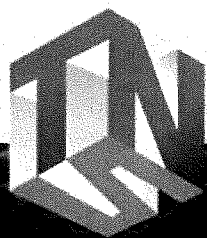
Here is my contact information for your reference:

James Bunnell, Chief Executive Officer  
Total Network Solution  
Phone: (562) 472-0876 x101  
Email: [jbunnell@totalnetsol.com](mailto:jbunnell@totalnetsol.com)  
Web: [www.totalnetsol.com](http://www.totalnetsol.com)

Feel free to contact me at any time with any questions or concerns that you may have.

Sincerely,

James Bunnell  
CEO



**TOTAL NETWORK**  
SOLUTIONS

YOUR IT SOLUTIONS PROVIDER | PROPOSAL

Information Technology Professional Services

**Prepared For**

Michelle King,  
Buyer II  
City of Long Beach

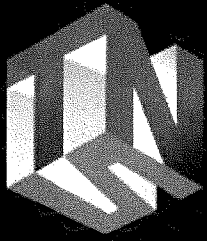
**Prepared By**

James F. Bunnell  
[jbunnell@totalnetsol.com](mailto:jbunnell@totalnetsol.com)

**Submitted**

November 27, 2013  
Revision 1.0

5150 E. Pacific Coast Hwy.  
Suite 530  
Long Beach, CA 90804  
562.472.0876  
[www.totalnetsol.com](http://www.totalnetsol.com)



# TOTAL NETWORK SOLUTIONS

YOUR IT SOLUTIONS PROVIDER

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### Notice

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Total Network Solutions  
5150 E. Pacific Coast Hwy, STE 530  
Long Beach, CA 90804  
Phone (562) 472-0876  
Fax (949) 367-1071



1. RFP COVER PAGE



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

City of Long Beach
Request For Proposal Number TS 14-011
For
Information Technology Professional Services

Release Date: October 28, 2013
Due Date: November 27, 2013

For additional information, please contact:
Michelle King, Buyer II, 562-570-6020
This RFP is available in an alternative format by calling 562-570-6200

See Page 5, for instructions on submitting proposals.

Company Name Total Network Solutions Contact Person James Bunnell
Address 5150 E Pacific Coast Highway City Long Beach State CA Zip 90804
Telephone (562) 472-0876 Fax (562) 494-8262 Federal Tax ID No [Redacted]
Prices contained in this proposal are subject to acceptance within 60 calendar days.
I have read, understand, and agree to all terms and conditions herein. Date 11/27/2013
Signed [Signature]
Print Name & Title James Bunnell, President and CEO



## 2. EXECUTIVE SUMMARY

Total Network Solutions (“TNS”) is pleased to have the opportunity to provide this response to the City of Long Beach Request for Proposal (RFP) Number TS 14-011 for Information Technology (IT) Professional Services.

Our proposal is based upon a careful review of all the guidelines and specifications set forth in the RFP, and we are pleased to offer this proposal to provide professional services for two of the three areas; General Information Technology Services and Project Specific Services.

## 3. COMPANY BACKGROUND

Total Network Solutions (TNS) is submitting this RFP response as a Primary Contractor, and the profile in this section aims to provide the City of Long Beach decision makers with the information requested in Section 9.1 of the RFP. TNS has been providing IT Services to small-to-medium sized business in Southern California since 1998, incorporated on March 1, 1998 in the state of California. We are a Certified Small Business and Certified Woman Owned Business. TNS is owned wholly by James and Masy Bunnell, 49% and 51% respectively, who also guide the organization in their roles as President and Chief Operating Officer respectively.

A local Long Beach company, TNS has clients located all over the United States and parts of Canada. Our offices are located at 5150 E. Pacific Coast Highway in Long Beach., and we have 18 full-time employees who are all assigned out of our Long Beach office, that service all of our California, Nationwide and Canadian accounts.

Our primary contact for this RFP is James Bunnell, CEO and President. James has over 15 years of IT Management and IT consulting experience and over 10 years of Project Management experience servicing small to mid-market enterprises.

James Bunnell, CEO  
5150 E. Pacific Coast Highway, Suite 530  
Long Beach, CA 90804  
(562) 472-0876

TNS has a proven methodology of analyzing clients’ business goals and technology requirements. Although we have a wide range of technology and business experience, we do not focus on any specific vertical market. We support clients in Government as well as many other industries including; Legal, Financial, Insurance, Manufacturing, Wholesale/Distribution, Healthcare, Pharmaceutical, Non-Profit, Construction and Transportation services. Our clients range in size from small businesses with five users up to Enterprise level corporations with hundreds of users.

Delivering high quality services starts with understanding our customer’s needs. We are committed to bringing the City of Long Beach the professional services solution they need, within the budget and at the time you need it.



To support our statement of qualification, we offer you a sample of Total Network Solutions IT engagements which include;

Client Name	City/Type of Business	Engagement Description
Dalton Enterprises	Anaheim/Recycler	Outsourced IT support for entire infrastructure
Yusen Terminals	San Pedro/Shipping Terminal	Full time onsite Help Desk support personnel in place. Additional 24x7 Phone and remote support
LA Impact	Commerce/Law Enforcement	Outsourced IT support for entire infrastructure. Application development and software implementation for case management and financial
Bryson Financial	Long Beach/Insurance	Outsourced IT support for entire infrastructure
California Republican Party	Burbank, Sacramento/Political	Outsourced IT support for entire infrastructure
Allergan	Irvine/Pharmaceutical	Application Development projects for Sales & Marketing business units
City Light & Power	Long Beach/Utility	Website redesign using new Content Management System
Children Today	Long Beach/Non-profit	Website design and maintenance using customized Content Management System
Bancap Commercial	Long Beach/RE Investment	Outsourced IT support for entire infrastructure
Apartment Association	Long Beach/RE-Non-profit	Outsourced IT support for entire infrastructure

TNS has always focused on providing professional technology services to our clients. With a deep understanding and overall picture of your needs, we can help source the resources you need to meet your short term and long term needs for IT services, both general and project specific. We have 18 full-time employees and employ additional consultants within our broad technology network to assist us in handling any over-capacity issues that we may encounter.

Our proposal does include the use of a subcontractor, Two Roads Professional Resources, Inc. (Two Roads). We partner with Two Roads for Staffing, and a sample copy of the Two Roads contract is included in the Appendix. All consultants who work with us have experience in their respective fields and have had to meet our strict development standards and demonstrated core development competencies adhering to code development best practices.

TNS employs subject matter experts that are equipped to take customer concepts and turn them into high-quality deliverables. Our development team is comprised of senior experienced developers who are constantly looking ahead of the technology curve. We also constantly look to leverage our Microsoft Certified Gold Partner status to access advanced education and sneak previews of up-and-coming Microsoft-related products and applications. Leveraging a collective 50 years of technology and development experience, our team's expertise is in Network Infrastructure, Network Security, .Net web application development, Silverlight and Microsoft SQL database and SharePoint development. Our certified hardware and software engineers will provide you with the best possible service and support.

TNS understand the need for businesses of all sizes to have cost effective, well managed IT services that will allow their business to run efficiently, and for business operation of The City of Long Beach this is even more true. Our mission is to provide you with professional services to manage your General Information Technology and Project Specific network needs so that you can concentrate on managing your business.

**4. REFERENCES**

We are pleased to present the following references of clients we believe to be most pertinent to this Proposal. In each case, we have listed the Clients name, dates of service, contact person, address, email and telephone number. In addition, we offer both an overview of environment and brief outline of the scope of service provided to each client.

<p><b>Signal Hill Police Department</b> 2745 Walnut Ave., Signal Hill, CA 90755</p> <p><b>Contact Name: Captain Christopher Nunley</b> Email Address: Cnunley@signalhillpd.org</p> <p><u>Scope of Services:</u> 15 On Site hours scheduled as one site visit three times a month and unlimited hours of remote Help Desk Services. Per unit Desktop and Server Monitoring <u>Brief Overview of Environment:</u> 60+ users, 30 work stations, 12 physical &amp; virtual servers and 1 firewall</p>	<p><b>Dates of Service: 2012 to present</b></p> <p><b>Contact Number: (562) 989-7206</b></p>
<p><b>L.A. Impact</b> 5700 S. Eastern Ave, Commerce, CA 90040</p> <p><b>Contact Name: Chuck Balo, Director</b> Email Address: Chuck.Balo@LAImpact.com</p> <p><u>Scope of Services:</u> 35 On Site Hours scheduled as two 4 hour site visits 2x week, plus 3 hours of remote Help Desk Services, Desktop and Server Monitoring <u>Brief Overview of Environment:</u> 100+ users, 89 work stations, 6 physical servers, 9 virtual servers and 2 firewalls</p>	<p><b>Dates of Service: 2006 to present</b></p> <p><b>Contact Number: (323) 869-6871</b></p>
<p><b>City of Long Beach Fire Department</b> 333 W Ocean Blvd 7<sup>th</sup> floor, Long Beach CA 90802</p> <p><b>Contact Name: Saki Boatright, Business System Analyst</b> Email Address: Saki.Boatright@Longbeach .gov</p>	<p><b>Dates of Service: 2009 to present</b></p> <p><b>Contact Number: (562) 570-2512</b></p>





<u>Scope of Services:</u> Application Development	
<b>City of Long Beach</b> 333 W Ocean Blvd 7th floor, Long Beach CA 90802	<b>Dates of Service: 2009 to present</b>
<b>Contact Name: Jack Ciulla, Manager, Business Information Service</b> Email Address: Jack.Ciulla@Longbeach.gov	<b>Contact Number: (562)570-6572</b>
<u>Scope of Services:</u> Application Development	
<b>Yusen Terminals (YTI)</b> 701 New Dock Street Terminal Island, CA 90731	<b>Dates of Service: 2012 to present</b>
<b>Contact Name: Dan Blackburn</b> Email Address: dan.blackburn@yti.com	<b>Contact Number: (714) 930-6624</b>
<u>Scope of Services:</u> 24x7 Level 1 Helpdesk with 2 fulltime resources onsite. Desktop and Server Monitoring <u>Brief Overview of Environment:</u> 300+ users, 100+ work stations, 40+ physical servers, 80+ virtual server and 6 firewalls	
<b>Ellison Education Equipment, Inc</b> 25862 Commercentre Drive, Lake Forest, CA 92630 Two additional service locations overseas.	<b>Dates of Service: 2006 to present</b>
<b>Contact Name: Kristin Highberg</b> Email Address: khighberg@ellison.com	<b>Contact Number: (949) 598-8822</b>
<u>Scope of Services:</u> 8 On Site Hours scheduled as two 4 hour site visits a month with unlimited hours of remote Help Desk Services and unlimited Desktop and Server Monitoring. <u>Brief Overview of Environment</u> – 100+ users, 108 work stations, 25 physical & virtual servers and 1 firewall	
<b>Catalina Express</b> 400 Oceangate, Suite 300, Long Beach, CA 90802 Four additional Service locations in Dana point, San Pedro, Avalon and Two Harbors	<b>Dates of Service: 2006 to present</b>
<b>Contact Name: Jill Montgomery</b> Email Address: jmontgomery@catalinaexpress.com	<b>Contact Number: : (310) 519-7971</b>
<u>Scope of Services:</u> 30 On Site Hours scheduled as four 5 hour site visits a month, with per unit Desktop and Server Monitoring. <u>Brief Overview of Environment</u> – 50+ user, 30 work stations, 28 physical & virtual servers and 4 firewalls	

**5. GENERAL IT SERVICES SPECIFICATIONS**

The City of Long Beach is requesting statements of qualifications to pre-qualify companies, such as TNS, to provide consulting services on an hourly basis for IT projects, and to provide fixed cost estimates for future technology initiatives. In the final Section (9. RESUMES) of this response we outline the resumes



of candidates to meet the requirements of the Technical Services Department (TSD) for the specialties, combining the specialties listed in Section 3.2 and those detailed in Section 7.2 as follows;

- Business Analyst
- Project Manager
- Legacy System Programmer
- Applications Web/Developer
- Website Graphic Designer
- Database administrator
- Systems Support/Production Support Specialist
- iPhone (Mobile Application) Specialist
- Network Administrator
- Windows Server Administrator
- Communications Specialist
- Wireless Communications Specialist (RF&WiFi)
- Voice Communications Specialist (VOIP)
- Desktop Technician

## **6. PROJECT-SPECIFIC SERVICES SPECIFICATIONS**

The TSD occasionally has need of specific technical skills to complete projects, such as the development of a small web-based (.NET) or mobile (iphone/android) application. For these particular needs TNS would be pleased to provide a quote and details of appropriate resources to suit the project requirements. For the purposes of this response, there is a sample resume for a mobile applications developer included in Section 9 herein.

## **7. ADDITIONAL REQUIREMENTS**

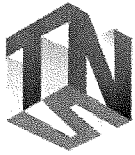
The RFP requested additional information on specific areas pertaining to candidate screening and details. This section aims to respond to those specific questions.

### Section 7.4.1 – Candidate Screening Process

Total Network Solutions (TNS) has an extensive and detailed screening interview process. This includes an interview process with TNS domain experts that cover a candidate's technical expertise; an interview with TNS project manager(s) to cover a candidate's business and project experience and customer service experience; and interviews with TNS senior management to ensure that a candidate fits into TNS corporate culture and expectations.

In addition, TNS requires a background check for each and every new hire that includes:

- Criminal background check
- Education verification – if the employee claims to have a college degree
- Employment verification – for the past 3 employers OR the past 5 years (if only one employer for 5+ years)
- Reference checks - if any of the above (1-3) are not able to be done
- An investigation into whether the employee has a history of workplace violence such as making threats



- Drug Test

Section 7.4.2 – Minimum Term

TNS does not have a minimum term when placing consultants. The placement is dependent on the job and/or project requirements.

Section 7.4.3 – Penalties

TNS does not impose penalties to customers if consultants apply for and are hired to by a customer when a period of one-hundred-eighty (180) days has passed after their contract has been completed. However, if the application by the consultant and hiring occurs during an active contract and up to a period of hundred-eighty (180)days after, TNS reserves the right to negotiate in good faith a reasonable proportion of a placement fee, which is 20% of the first years' salary. The proportional negotiated fee will be based on the term served, the contract term and overall project requirements.

Section 7.4.4 – Resource Location

TNS office is a local Long Beach business, but our resources reside In the Los Angeles and Orange County area.

Section 7.4.5 – Fixed Bid Projects

If a fixed bid project arose, TNS would be able to provide the bid based on the requirements supplied.

Section 7.4.6 – Value Added Services

Total Network Solutions is a leader in providing Network Infrastructure and Network Security solutions based on Microsoft and Cisco technologies. As a part of our creative division, we are also starting to experience success in providing multimedia, Interactive, and print services to our customers. TNS provides full development cycle services and support in these areas.

Total Network Solutions constantly benchmarks services against competitors leveraging the Microsoft Partner Network (MPN). The MPN provides TNS with the real-time competitive data that allows us to remain competitive across all of our solutions offerings. We also constantly look to leverage our Microsoft Certified Gold Partner status to access advanced education and sneak previews of up-and-coming Microsoft-related products and applications.

**8. COST PROPOSAL**

The cost proposal is provided in a separate document, delivered with this narrative/technical proposal, as requested in Section 4.10 of the RFP.

**9. RESUMES**

The resumes provided below are representative resumes of staff to fulfill the functions as requested in this RFP.

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**BUSINESS ANALYST**

**SAMPLE RESUME**

**PROFILE**

- 4+ years of experience in the Government services sector
- 4+ years of experience in business process/functional analysis
- 4+ years of experience in SDLCs (handled cross-functional responsibilities)
- 2+ years of technical/ functional solution design experience
- 2+ years of project management experience (including managing internal SDLC project teams)
- Excellent communication, analytical, interpersonal, and presentation skills; very good at managing multiple projects simultaneously

**TECHNICAL SKILLS**

Databases: Oracle8i, MS-Access

Modeling Languages: Use Cases diagramming, UML

Packages: MS-Visio, MS-Project, MS-Office (Word, Excel, PowerPoint), Minitab

Reporting Tools: Oracle Forms & Reports, Crystal Reports 8.0, PS/Query, Oracle Designer, TOAD

Issue/Defect Tracking: JIRA (configuration and administration)

Operating Systems: Windows 2000/NT/XP, UNIX, LINUX, MAC

Languages: C, C++, Visual Basic 6.0, HTML

ERP: PeopleSoft (Modules - Financials, Student Administration), SAP R/3

**PROFESSIONAL EXPERIENCE**

HP Enterprise Services, State and Local Government Division

Project: Central Voter Registration System [MCVR]

Role: Support Project Manager and Sr. Functional analyst

HP Enterprise Services, State and Local Government Division

Project: Atlassian JIRA workflow SDLC software

Role: System Administrator

HP Enterprise Services, State and Local Government Division

Project: Centralized Voter Registration System [OCVR]

Role: Sr. Functional Analyst

**EDUCATION**

Masters in Business Administration (MIS), May '05

University of Houston, Houston, Texas

Masters in Electrical Engineering (Telecommunications), May '02

University of Houston, Houston, Texas

Bachelor of Engineering in Instrumentation & Control, May '00



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**PROJECT MANAGER**

**SAMPLE RESUME**

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**PROFILE**

- Over 5 years experience in project management, coordination and leading project teams
- Well-versed (15 years in R&D) on the stages of the systems development lifecycle (SDLC)
- Strong working knowledge of Project Management Life Cycle (PLC) - approved by PMI for PMP designation (ID# 1061327)
- Strong leadership, presentation and negotiation skills
- Experienced developing, monitoring and executing project plans and coordinate timely execution of major milestones, approvals, sign-offs and implementation
- Extensive consulting background, quick to understand internal and external business relationship requirements necessary for the project to meet the intended business need

**TECHNICAL SKILLS**

Methodologies: PMI, PLC, SDLC, Waterfall, Agile/Iterative, RUP, RIM-PDP, SOA/OOD, QA, UAT  
Software Estimations: Construx, Agile  
Technical: MS-Visio, MS-Project, MS-Office (Word, Excel, PowerPoint), Minitab, SharePoint  
Reporting Tools: TrackGear, BugZero, SVN, Perforce

**PROFESSIONAL EXPERIENCE**

Mobile Development, Web3Tel Inc  
Project: Multiple projects within Client Development  
Role: Project Manager

QuickPlay Media Inc.  
Project: cross platform media solution development  
Role: Windows Mobile Specialist and Sr. Developer

Research In Motion Limited  
Project: Blackberry Relay Software Component  
Role: Senior Software Developer

**EDUCATION**

Master Degree in Computer Systems and Networks  
Business Management Diploma, Kharkov Business Management Institute  
Bachelor Degree (with Honors) in Computer Science



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**LEGACY SYSTEM PROGRAMMER**

**SAMPLE RESUME**

**TECHNICAL SKILLS**

Software and Hardware Experience:

COBOL, CICS/VS, VS COBOL II, OS COBOL, COBOL/400, CL/400, DYL280, IMS/DB DL/I, VSAM, DB2, MVS/OS JCL, TSO/ISPF, ASSEMBLER, ENDEVOR, FILE-AID, SAR, OGL, XPEDITER, INTERTEST, DATACOMM, IDEAL, MS WORD, MS EXCEL, MS PROJECT, VISIO, MSPowerPOINT, IBM 9000, IBM 30XX, IBM 43XX, IBM 370, IBM AS/400, IBM PC, JAVASCRIPT, HTML, MFE, MicroFocus, Revolve, Reflection, SDLC

**PROFESSIONAL EXPERIENCE**

Southwest Administrators, Inc

Project: Developed health benefit programs in COBOL, CICS, VSAM, JCL, TSO in an IBM 370 mainframe environment

Role: Senior Programmer/Analyst

Partridge and Associates for Jefferies and Company, Inc

Project: Developed brokerage and investment application programs in COBOL, CICS, VSAM, JCL, TSO in an IBM 370 mainframe environment

Role: Contract Programmer, Analyst

Commercial Programming Systems, Inc for the City of Los Angeles

Project: Maintained City Payroll Application programs in COBOL, CICS, VSAM, JCL, TSO in an IBM 370 mainframe environment

Role: Contract Programmer, Analyst

Unicare Insurance

Project: Developed the Broker Commission System using CICS, VS COBOL II, VSAM, JCL, TSO in an IBM 370 mainframe environment

Role: Senior Programmer/Analyst

**EDUCATION**

UCLA Extension – courses in Computer Programming and Systems Analysis

Computer Learning Center – Certificate in Computer Programming and Systems Design

Bachelor of Science in Business Economics



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**APPLICATIONS/WEB DEVELOPER**

**SAMPLE RESUME**

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**PROFILE**

Languages

- Proficient in: Microsoft ASP.NET (VB.NET and C#), Transact SQL, XML, ASP (VBScript), HTML, JavaScript, CSS

- Familiar with: AJAX, VB 6.0, Perl

Software

- Database: Microsoft SQL Server (2005, 2000)

- Platforms: Windows Server (2003, 2000), IIS (6.0, 5.0)

- Development Tools: Visual Studio (2005, 2003), Visio, Photoshop

- Experienced in: Web Applications, Web Services, Windows Services, RDBMS, ADO.NET, Active Directory, DNS, SMTP, Custom Integration

- Industries: Automotive, Billing and Accounting, E-Commerce, Health Care, Legal, Manufacturing, Real Estate, Retail, Semi-Conductor

**PROFESSIONAL EXPERIENCE**

Allergan - Lead Developer

Project: Developed/maintained web-based application supporting their semi-annual rebate statements.

LA Impact - Lead Architect/Developer

Project: Designed/Developed web-based application for case management system

Omnifuse, Inc - Lead Architect/Developer

Project: Responsible for architecture, design, development of the FUSION platform, a white label Social Networking Software. Maintained server farm at co-location facility.

Bigdevelopment.com - Development Manager, Lead Developer/Architect

Project: Managed development team responsible for custom web applications. Lead developer/architect for multiple clients

**EDUCATION**

Bachelor of Mathematics in Computer Science with an option in Speech Communication



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**WEBSITE/GRAPHIC DESIGNER**

**SAMPLE RESUME**

**PROFILE**

- 7 years of IT experience, mainly developing User Interface Design, Adobe Photoshop, Adobe Dreamweaver, Macromedia Flash, Corel Draw, Paint Shop Pro, Illustrator, Image Ready, Flash, Dreamweaver, In Design, Gif Animator.
- Creating web pages and maintaining the user interface of the application.
- Experienced in the UI development techniques, using user experience principles, and prototyping such as, paper prototypes, and wire frames.
- Creating detailed Wireframes with the business rules, validations and conditions explained.
- Cross Browser testing on Apple Macintosh, windows based browsers, W3C Compliancy and CSS Validation.
- Creating web based and window based forms using Microsoft Visual Studio .Net 2.0
- Create web pages for the projects and maintain the user interface of the application created on various projects.
- Quality testing of templates and modules.
- Communicate Work Product Review with the stakeholders and clients and getting the sign off and closure with the clients.
- Actively participating in the Business Analysis and Design of the requirements with the clients and getting closure on the prototypes with the clients.

**PROFESSIONAL EXPERIENCE**

My Shape.com - Designer/Developer

Project: Design/Development of website, email campaigns, newsletter ads, banner, logos

ProGraphics -Webmaster

Project: Create web pages, application user interface for customers

Revolution Forever Technologies - Web Designer

Project: Design/Development/Testing of website, multimedia components, image assets

Dsf Internet Services - Web Designer/Graphic Designer

Project: Design/Development/Testing of website, multimedia components, image assets

Value Web (P) Ltd - Web Designer/Graphic Designer

Project: Design/Development/Testing of website, multimedia components, image assets

**EDUCATION**

APTECH INSTITUTE – Advanced Diploma in Graphics Design

INTERNATIONAL POLYTECHNIC, New Delhi University - Commercial Arts Diploma

New Delhi University - Bachelor of Arts





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**DATABASE ADMINISTRATOR**

**SAMPLE RESUME**

**PROFILE**

- Eight years database administration in production environments, working with Oracle, Microsoft SQL Server, Sybase and Oracle Applications
- Vice president, San Diego Oracle User Group
- Designed and built scalable databases used for e-commerce, manufacturing and HR management
- Developed advanced replication configurations for global U.S. Navy supply chain management
- Wrote Oracle DBA certification tests for the ITSkillTest.com web site
- Managed the manufacturing implementation of Proxima's Oracle Applications installation

**PROFESSIONAL EXPERIENCE**

Argentive Principal Consultant - Database Admin & Project Consulting for multiple clients

General Atomics - Database Administrator

Project: Develop backup, recovery procedures for 36-Terabyte Oracle8i database

Amylin Pharmaceuticals- Database Administrator

Project: Manage Multiple databases, including SQL Server merge replication with over 60 remote databases

Intuit, Inc - Database Administrator/Developer

Project: Developed disaster recovery implementation for Oracle, SQL Server and Informix databases using EMC2 SRDF

U.S. Navy Fleet Industrial Supply Command - Database & System Administrator

Project: Responsible for establishing and maintaining high-availability solutions for databases up to 1.5 terabytes

Southern California Edison Nuclear Information Systems - Systems Programmer/Analyst

Project: Convert applications that managed the training and certification of nuclear workers from a mainframe FOCUS system to an Oracle client-server environment.

**EDUCATION**

Oracle8 DBA Masters Track

Information Builders Top Gun School

CSU Long Beach, B.S. in Physics with Math minor



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**SYSTEMS/PRODUCTION SUPPORT SPECIALIST**

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**SAMPLE RESUME**

**PROFILE**

- Solid understanding of batch and real-time data processing.
- Internet Payment Gateways (LinkPoint, YourPay and SurePay/Peachtree) behavior.
- Desktop Applications – MS Office: Word, Excel, Access, PowerPoint, Visio, SharePoint, MapPoint; Lotus Notes; PeopleSoft; Crystal Reports; Crystal Enterprise; Remedy; Easy Projects; TWiki; Google Earth; Citrix Presentation Server Client Packager 9.0; mobile apps.
- High comprehension of HTML, good understanding of SQL, Oracle, UNIX AIX (DB2) and various web technologies such as CSS, XHTML, XML, CGI, JavaScript and Adobe Flash.
- Knowledge of security protocols such as SSL and SSH SFTP.
- Understanding of ECC (Electronic Check Conversion) protocols, ACH, project methodology and the implementation processes
- Knowledge of Six Sigma Methodology
- Excellent skills with customer service, written communication, negotiation and conflict resolution, organizational and multi-task skills
- Expertise in statistical analysis and data collection, storage and reporting

**PROFESSIONAL EXPERIENCE**

Cheetah Software Systems - Customer Support and Training Engineer

Project: Installed and supported the Cheetah logistical software product line including site setup and configuration

Electronic Clearing House - Implementation Services/Technical Project Manager

Project: Managed all stages of implementation for payment processing, check verification solutions

First Data, Inc - Senior Problem Analyst/Team Lead/Project Coordinator

Project: Provided 24/7 technical support of over 30,000 internet merchants, troubleshooting payment gateways, assisting developers with configuration errors, maintained web-based merchant payment system

iWeb, Inc. - Web Developer

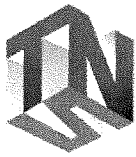
Project: Production/Publication of web/HTML and Multimedia project

**EDUCATION**

Dale Carnegie Training, Certification in Coaching Employees to Maximum Achievement

EdNet Career Institute, Web Development & Programming Certificate

Kiev National Economic University, Bachelor of Science Degree in Economics



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**MOBILE APPLICATION (iPHONE) DEVELOPER**

**SAMPLE RESUME**

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**PROFILE**

Products : Clearspace, Openfire, Drupal, Vignette, Wordpress.

Development Technologies:

- Java : J2EE/J2SE/J2ME, Spring, Hibernate3, Webwork, Struts2, Freemarker, JSP, JSF
- Microsoft : ASP.NET, C#.NET, VC++
- Mobile : iPhone SDK, Palm Mojo SDK, Windows Mobile 6.0
- Other : AJAX, PHP, ActionScript 3.0, JavaScript, JS Prototype Framework, JQuery, LUA, XHTML, CSS, XML, XSLT/XQuery
- Databases: MySQL, Postgres, MSSQL, SqlLite
- Application/Web Servers: Tomcat, Apache, IIS, Jboss, IBM Websphere
- OS platforms: Mac OSX, Win XP, 2003, Vista, Windows Server 2003
- IDEs' : IntelliJ, Eclipse, Xcode, MS Visual Studio 2003
- Testing: Junit, google-toolbox-for-mac for iPhone testing, PHP Unit, Selenium.

Other Tools:

- Flash CS3, Dreamweaver CS3, Flex 3, Photoshop CS3
- Support Tools: Apache Ant, JUnit, Log4J, MS Project 2003, Merlin

**PROFESSIONAL EXPERIENCE**

iPhone/Mac Developer forums - Chief Architect and TPM

Project: Build an advanced discussion portal over multiple phases/releases for release of the iPhone SDK

Fandango WAP website - Lead Architect

Project: Build a mobile version of the Fandango website for the iPhone

Sherpa, a basecamp companion on the iPhone - Chief Architect and TPM

Project: Build an iPhone version of Basecamp for Online Project Management

Kid Art iPhone application - TPM and Lead Developer

Project: Build an iPhone application using simple drawing tools along with adding background photo templates, and audio files within the drawing

**EDUCATION**

University of Texas, Bachelor of Science, Electronic Engineering



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**WINDOWS SERVER ADMINISTRATOR**

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**SAMPLE RESUME**

**PROFILE**

Senior systems administrator with 10+ years' experience as systems administrator/engineer. A team player, and project lead on major Active Directory and Exchange projects, as well as a broad base of account and policy management. Leveraging technology to provide robust backup solutions and leading the development of in house IT policies.

**PROFESSIONAL EXPERIENCE**

Xerox IT Services - Senior Systems Engineer

Project : Active Directory upgrade to Windows Server 2008 R2 - Engineer/Designer & Project Lead  
Designed a new active directory infrastructure from Server 2003 to Windows server 2008 R2 utilizing new domain controllers. Implemented best practice strategies for maintaining and backing up the environment. In doing this, the company was able to utilizing the new features for upgrading the client PCs to Windows 7 Enterprise

Xerox IT Services - Senior Systems Engineer

Project: Exchange 2003-Exchange 2010 Upgrade - Engineer/Designer & Project Lead  
Engineered and designed the new Exchange 2010 environment running on a Windows Server 2012 Hyper-V environment. This included a 3-node DAG and a 2-node CASArray. In doing this, users were successfully migrated from Exchange 2003 to Exchange 2010 without any major issues.

Xerox IT Services - Senior Systems Engineer

Other Projects include: HP Proliant DL and Blade Servers hardware management; Backup Exec Administration; Windows Systems Patch Management (WSUS & Lumension EMSS); Server monitoring & Server and desktop virtualization (VMware and Virtual Bridges), Server 2003 & Server 2008/R2 Environments; SharePoint Administration

Disneyland Anaheim Resort - Systems Administrator

Projects include: Upgrade clients from Windows 2000 to Windows XP, Remedy Trouble ticketing system & Inventory Management

**EDUCATION**

DeVry Institute of Technology, 1996-1999, Computer Information Systems



**NETWORK ADMINISTRATOR**

**SAMPLE RESUME**

**PROFILE**

Network systems administrator with 10+ years experience in the planning, design, and implementation of network technologies. Background includes hands-on experience with multi-platform, LAN/WAN environments. Demonstrated record of success in troubleshooting computers, increasing efficiency, and optimizing the access and utilization of shared information. Professionally certified in a wide range of networking technologies.

**Skills**

Connectivity & Hardware	Cisco Router, ISR & Catalyst Switch Cisco Universal Access Server 5300, Cisco ASA/FWSM/PIX Firewall.
OS & Enterprise Apps	Cisco IOS, Windows NT/2000/2003/2008 R2 Server, Exchange Server 5.5/2003/2007/2010, Norton & AVG Antivirus, Symantec Backup Exec, ISA firewall, SonicWall VPN/Firewall, Proxy Server, VM Ware, Terminal Server, Novell NetWare 4.11/5.
Technologies	RAID, SCSI, UPS, Active Directory, DNS, WINS, DHCP, RIS, VPN, Remote Desktop, IIS
Programming & Database Desktop Technologies	HTML/XHTML, ASP.NET, IIS MS-DOS, Windows 98/NT/2000/XP/VISTA/7/8, Mac OS 8/9/X, Microsoft Word, Excel, Access, Power Point, Front Page, Visio, Internet Explorer, Adobe Creative Suite, Scanners, Desktop and Networked Printers.

**PROFESSIONAL EXPERIENCE**

**ABS Internet – Network Engineer**

Project: Design, planning, implementation, upgrades and migrations of the Microsoft platform , Set up Exchange 2010 hosting environment , Install and manage virtual environment using VMware vSphere and Remote management of 100 servers and 700 desktops for various clients plus remote management of 200+ virtual servers for web hosting and server colocation at data centers.

**OC Xpress IT – Network Engineer**

Project: Install and manage servers & Desktops ; manage security solutions, including firewall, anti-virus, and intrusion detection systems; install and manage all network hardware and equipment, including routers, switches, hubs, and UPSs.

**EDUCATION**

Moscow State University, BA Computer Science, Russian Federation



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**COMMUNICATIONS SPECIALIST**

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**SAMPLE RESUME**

**PROFILE**

Dynamic technical professional with refined leadership skills, a comprehensive background in PC and network administration, and 10+ years of experience in the following broad-based competencies:

PC BUILD/REPAIR, LAN/WAN/VAN/VLANS, TECHNICAL CONTRACTING, NETWORK ADMINISTRATION, NETWORK DESIGN/DEPLOYMENT, SYSTEM OPTIMIZATION, CLIENT-SERVER SYSTEMS, DATA BACKUP/RECOVERY, END-USER SERVICE/SUPPORT

**PROFESSIONAL EXPERIENCE**

THE DATABASE CONSULTANTS - Systems Administrator

Project: Providing Systems Administration and Technical Support services primarily on a remote basis with client on-site visits upon request, responsible for a successful transition from Microsoft BPOS to Office 365 for hosted email and sharepoint collaboration.

UNITED STATES VETERANS INITIATIVE - Network Administrator

Project: Maintaining network resources for US Vets in Kalaeloa and Waianae, providing support on-site at each location and on-call as needed; Implemented and maintaining backup systems for both sites utilizing Symantec Backup Exec and NTBackup, ensuring data continuity. Troubleshooting and resolving network issues, running ethernet cable and setting up new ports, and maintaining network security.

DELTA AIRLINES –Technical Consultant

Project: Supporting Delta and Northwest systems after corporate merger, providing phone and remote support to personnel for various network issues, analyzing problems and errors with various software programs including in-house custom built software, adjusting configuration settings or reinstalling programs when needed.

LYRISIS –Systems Integration Technician

Project: Provided assistance after corporate merger with Solinet and Palinet organizations, migrated Active Directory infrastructure from Windows Server 2003 to 2008. Worked with phone system software including adding new extensions and installing and connecting PC software enabling local and remote VOIP, vmail to email, and other custom functionalities.

**EDUCATION**

DEVRY / APPALACHIAN TECHNICAL COLLEGE – Atlanta, GA, GPA: 3.85



**VOICE COMMUNICATIONS SPECIALIST (VOIP)**

**SAMPLE RESUME**

**PROFILE**

A highly motivated and eager network engineer credited with outstanding work in deploying VOIP networks, as well as network security, intrusion prevention, and firewall implementations.

**CERTIFICATIONS**

- |                                   |                               |
|-----------------------------------|-------------------------------|
| CISCO Route & Switch              | Comp-TIA Network + Certified  |
| CISCO CNRP-SECURITY               | Comp-TIA Security + Certified |
| CISCO Wireless                    | Comp-TIA Server + Certified   |
| CISCO CCNA / CCNA Security        | Comp-TIA Project + Certified  |
| CISCO Content Security Specialist | CIW Web Foundation Associate  |
| CISCO ISE Field Engineer          | CIW JavaScript                |

**PROFESSIONAL EXPERIENCE**

NETWORK INTEGRATION PARTNERS, INC. – Network Engineer/VOIP Specialist  
Project: Design, configure and implement network-wide fundamentals to support VOIP implementations. Lead all projects from design and configuration through install.

SPECTRUM-COMMUNICTAIONS CABLING SERVICES, INC. – Network Engineer/VOIP Specialist  
Project: Design voip networks to Cisco best practices to include, A Core design, Distribution design, and Access Design. Compiled competitive bids and procured Cisco equipment for school districts and public works. Lead deployments, cultivating designs and system configurations, delegate team duties and interface with customer as the companies front facing personnel.

INTEGRATED SOLUTIONS, INC – Network Engineer/VOIP Specialist  
Project: Design and implement VoIP networking solutions to best provide for business continuity, Interface with business partners and customers to facilitate a harmonious project deployment.

**EDUCATION**

Degree Program Bachelor of Science in Information Systems  
National University, GPA 3.0, Graduation expected November 2014

Previous  
Degree Program Bachelor of Science in Information Security  
Western Governors University, GPA 3.2, Transferred Out 2013



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**WIRELESS COMMUNICATIONS SPECIALIST (RF&WIFI)**

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SAMPLE RESUME

**PROFILE**

Seasoned and detail-oriented information technology leader with over ten years of achievement in IT engineering. Highly resourceful with proficiency in designing and implementing network and IT solutions. Adept in technical troubleshooting.

**PROFESSIONAL EXPERIENCE**

Tek Systems - Sr. Network Engineer

Projects include: WAN / LAN Support, ASA / Juniper Netscreen Firewall Support, OSPF Routing, and Data Center Migration

North Carolina Electric Membership Cooperation –Sr. Systems Engineer

Projects: Participated in the design of Metro-E Wide AREA Network for over 70 sites and the BGP internet design across multiple ISP's . Core and edge design with OSPF and EIGRP, and ASA Firewall, VPN, and routing redundancy design and deployment.

Smart Online, Inc. - Team Lead / Network Engineer

Projects: Maintained IT Operations, network design, project planning, technical staff, equipment procurement, Information Technology budget, SOX compliance, and PCI compliance. Planned and deployed a 25mb fiber internet connection for the corporate network.

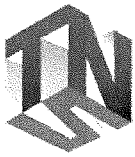
Global Solutions - Team Lead / Network Consultant

Project: Boosted client IT operations by assessing network deployment requirements and network topology and training multiple personnel in various networking topics. Maintained 5 customer sites network environments by administering network design (LAN, WAN, VPN and IP Video Conferencing), equipment procurement, project management, and customer training. Implement and maintained Cisco 2600/3600 series routers supporting EIGRP, Cisco 3548/4008 series switches/VLANs, VPN with Cisco PIX 520 firewalls.

**EDUCATION**

Alfred University - Alfred, New York, Bachelor of Science in Business Administration





**DESKTOP TECHNICIAN**

**SAMPLE RESUME**

**PROFILE**

System/network administrator/tech support with 20+ years of IT experience, training, and resourcefulness to further Customer’s goals.

**CERTIFIATIONS:**

- CCNA Course (640-802) - 2013 - ABCO Technology, Los Angeles, CA
- MCSA Certification / Security - 2009 - IDT, Pasadena, CA
- IBM Desktop/Laptop Certified - 2004 - Endpoint Technologies. Ontario CA
- Microsoft Certified Professional - 2002 - Professional Career Institute, Cerritos CA
- A+ CERTIFICATION - 2002 - Professional Career Institute, Cerritos CA
- MCSE + CCNA Training - 2002 - Professional Career Institute, Cerritos CA
- IT CERTIFICATE - 1999 - SUN Solaris 7.1 Sys. Admin. Courses I & II
- IT CERTIFICATION - 1995 - Computer Operations, Computer Learning Center

**PROFESSIONAL EXPERIENCE**

A3/CompuCom, General Electric / Aviation Division – IT System Manager/Engineer

Project: Providing IT Help Desk Management / Engineering support for General Electric Aviation, on site supporting multiple sites, over 500 users in Orange and Los Angeles Counties.

Kemtah, AeroJet General Corporation - IT System Engineer

Project: Providing IT Help Desk / Engineering support for AeroJet General Corporation, including network administration, of network switches, routers, and servers. Providing special project support for on-going projects and infrastructure build out of facilities.

Insight Global, Oracle –Sr. System Engineer

Project: To provide IT Help Desk / Systems engineering support for over 5000 sales people across Oracles business units. Providing baseline image support for laptops and desktop using Oracle images and tools. Providing remote and 2nd to 3rd level support for hardware and software utilizing Oracle proprietary ticketing system, office tools and procedures.

Capcom, Playboy Publishing - Sr. Desktop / Help Desk Support PC/MAC.

Project: To provide desktop support for PC’s and Mac’s on a 5 week contract, including administration support for help desk tickets, hardware and software issue.

Cognizant Consulting, Fox Studios - Technical Support Lead

Project: To develop technical support processes, scheduling and documentation maintenance via SharePoint and provide data analysis pertaining to metrics and ticket reporting for management on a weekly basis





**ATTACHMENT B – PROFORMA AGREEMENT**

We acknowledge receipt of the Proforma agreement, and have reviewed the terms and accept the provisions therein.

Signed: James J. Bunnell

James Bunnell, President



**ATTACHMENT C– STATEMENT OF NON COLLUSION**

**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

James Bunnell, President and CEO

\_\_\_\_\_  
Print Name & Title

**Attachment D**

RFP No. TS 14-011

Attachment C



**ATTACHMENT D – DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION**

**Debarment, Suspension, Ineligibility Certification**

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
  - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
  - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
2. 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.

Signature of Authorized Representative  
President & CEO

Title of Authorized Representative

Total Network Solutions

Business/Contractor/ Agency

11/27/2013

Date





**ATTACHMENT F – INSURANCE**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/27/2013

<b>PRODUCER</b> Bryson Casualty Insurance Services, Inc. 3777 Long Beach Blvd., 5th Floor Long Beach, CA 90807		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
OF89838 www.brysonfinancial.com	562-435-4267 562-951-5747	<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> Bunnell Enterprises Total Network Solutions 5150 Park Tower, Suite 530 Long Beach CA 90804		<b>INSURER A:</b> Travelers Casualty Insurance Co. of America <b>INSURER B:</b> United States Liability Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b>	<b>NAIC #</b> 19046 25895

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	✓	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	I-680-3B082519-ACJ-12	3/5/2013	3/5/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/NonOwned Included
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		<b>OTHER</b>	I-680-3B082519-ACJ-12	3/5/2013	3/5/2014	\$26,000 / \$500 Deductible
B		Business Personal Property Errors & Omissions	TK1005262C	10/24/2013	10/24/2014	\$1,000,000 Occ/Agg
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
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ACORD 25 (2009/01)

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ATTACHMENT G – EQUAL BENEFITS ORDINANCE

CERTIFICATION OF COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Total Network Solutions Federal Tax ID No.
Address: 5150 E Pacific Coast Highway, Suite 530
City: Long Beach State: CA ZIP: 90804
Contact Person: Masy Bunnell Telephone: (562) 472-0876
Email: masy@totalnetsol.com Fax: (562) 494-8262

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes No
B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes No
C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No
D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No
E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? Yes 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

\_\_\_\_\_ 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

\_\_\_\_\_ Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable 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 benefits that are unavailable for domestic partners.)

Yes  No

Section 4. REQUIRED DOCUMENTATION

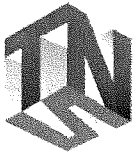
At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 27th day of November, 2013, at 9am

Name James Bunnell Signature [Handwritten Signature]
Title President Federal Tax ID No [Redacted]



**APPENDIX**  
**SAMPLE CONTRACT WITH TWO ROADS**



**TWO ROADS**  
Professional Resources, Inc.

**This Agreement is entered into as of November 27, 2013 between Two Roads Professional Resources, Inc. (herein called "Two Roads") and <ENTER CLIENT NAME> (herein called "Customer"). Two Roads agrees to perform and Customer agrees to pay for the following services upon the following terms and conditions and at the rates specified herein.**

### **I. DESCRIPTION OF SERVICES**

During the term of this Agreement, Two Roads agrees to provide personnel to Customer including but not limited to: analysts, designers, programmers, engineers, draftsmen, technicians, illustrators, technical writers, etc.

Customer shall be responsible for providing at Customer's sole cost and Expense facilities such as office workspace, terminal access, tools, and miscellaneous supplies necessary for Two Roads personnel to perform their tasks. Direction and guidance in the establishment and accomplishment of work tasks in accordance with agreed upon standards for milestones, specifications, and performance shall be the responsibility of Customer unless otherwise stated herein.

### **II. USE OF ASSIGNMENT ORDERS**

Two Roads will provide the above-described services under specific Assignment Orders prepared by Two Roads and approved by Customer. Each Assignment Order will identify Two Roads personnel assigned to perform work, their classification and billing rate, the project name and/or description to which they are assigned, and any special conditions or responsibilities that may apply to either party. Customer, upon acceptance, shall execute the Assignment Order and return one copy to Two Roads.

All Assignment Orders shall be subject to the Terms and Conditions of this Agreement. In the event any provision contained in an Assignment Order conflicts with any term, condition, or clause in this Agreement, the provisions of this Agreement shall govern.

### **III. PERSONNEL**

Two Roads personnel assigned to perform work under this Agreement shall not be considered employees of Customer for any purpose nor act in any manner whatsoever as agents or representatives of Customer. Two Roads personnel shall be paid exclusively by Two Roads for all services performed and Two Roads shall be responsible for and comply with all requirements and obligations relating to such personnel under local, state, and federal law. Customer has no responsibility for withholding any portion of salary or wages due Two Roads personnel to comply with any aforementioned laws; Two Roads will comply with all applicable local, state and federal laws regarding withholding. If Customer fails to comply with any local, state, or federal laws relating to work environment and

worker safety which result in injury to Two Roads' personnel, Customer shall indemnify and hold Two Roads harmless from any and all fines, penalties, and assessments, including attorney's fees incurred as a result of Customer's failure, as well as from any and all resulting costs incurred by Two Roads due to any injury or work-related illness suffered by Two Roads' personnel.

### **IV. CHARGES**

All services provided by Two Roads will be on a time and materials basis unless otherwise authorized in writing by Two Roads. Applicable personnel classifications and corresponding rates will be designated on each specific Assignment Order under this Agreement.

### **V. GENERAL TERMS AND CONDITIONS**

1. *Billing Terms* - Unless otherwise agreed, Two Roads will bill Customer on a weekly basis with due net five (5) days from receipt of invoice, without offset or deduction. Notwithstanding any other section of this Agreement, Two Roads reserves the right to discontinue services to Customer in the event of bankruptcy, insolvency, or nonpayment for services on the part of Customer. Further, Two Roads reserves the right to assess a late payment charge of three percent (3%) per month, or at the maximum rate permitted by law on the unpaid balance of any amount fifteen (15) or more days past due.

Customer acknowledges that any failure on its part to pay the invoice amount when due will cause Two Roads to incur costs not contemplated by this Agreement and will result in substantial damages to Two Roads of a kind and in an amount which are extremely difficult and impracticable to fix, including processing and accounting charges and late charges that may become due by Two Roads. The parties agree that the late payment charge represents a fair and reasonable estimate of the costs that Two Roads will incur by reason of late payment by Customer. Customer agrees to reimburse Two Roads for reasonable collection expenses on delinquent accounts, including attorneys' fees.

2. *Additional Charges* - Reasonable airfare, hotel, and dining expenses incurred by Two Roads' personnel for travel authorized by Customer, will be billed to Customer at cost.

3. *Acceptance* - Customer shall be deemed to have accepted the Two Roads services provided hereunder upon

performance of the work identified in the Assignment Order. Any additional services will be handled by subsequent Assignment Order(s) to this Agreement, subject to the availability of Two Roads personnel.

4. *Termination* - Either party may terminate this Agreement and/or associated Assignment Order at any time by providing the other with written notice thereof; Customer agrees to pay Two Roads for all work performed up to the effective date of such termination.

5. *Disclaimer* - Two Roads makes no warranties of any kind, either express or implied, and disclaims the implied warranties of merchantability and fitness for a particular purpose with respect to technical information or technical assistance provided by Two Roads or its personnel under or pursuant to this Agreement.

6. *Hold Harmless* - Two Roads shall be liable and shall indemnify Customer against all claims, demands, or liability due to personal injury, including death, of any Two Roads personnel or Customer employee or damage to or loss of Customer Property, which are caused solely by the negligence or willful acts of Two Roads personnel while on Customer's premises.

7. *Limitation of Liability* - Two Roads shall not be liable for any delay in or failure to provide services if due to any cause or conditions beyond Two Roads reasonable control, whether foreseeable or not.

Two Roads entire liability for damages for any cause whatsoever, and regardless of the form of action, shall be limited to Customer's actual direct damages. In no event shall Two Roads, its officers, agents and employees, be liable under or in connection with this Agreement under any theory or tort, agreement, strict liability or other legal or equitable theory for lost profits, special, exemplary, incidental, or consequential damages.

8. *Confidentiality* - Two Roads will treat as confidential information so designated in writing by Customer, and will make the same effort to safeguard such information as it does in protecting its own proprietary data.

9. *Ownership* - All tangible material, including data, specifications, tapes, and programs, either written or readable by machine, which are prepared by Two Roads

CUSTOMER <ENTER CLIENT NAME>  
ADDRESS:

Signature/Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

personnel specifically for, and paid for in full by, Customer shall be the sole property of Customer unless otherwise specified herein.

10. *Non-Solicitation* - During the period of this Agreement and for a period of one-hundred-eighty (180) days thereafter, Customer agrees not to solicit for any kind of employment any Two Roads personnel, employee, or consultant who is assigned to perform work under this Agreement or any Assignment Order, and likewise Two Roads agrees not to solicit for employment any Customer employee contacted by Two Roads during performance of this Agreement.

11. *Assignment* - This Agreement may not be assigned or transferred by either party, in whole or in part, either voluntarily or by operation of law, without the prior written consent of the other party.

12. *Waiver* - The failure of either party to exercise any of its rights or to enforce any of the provisions of this Agreement on any occasion shall not be a waiver of such right or provision, nor affect the right of such party thereafter to enforce each and every provision of this Agreement.

13. *Relationship* - Nothing contained in this Agreement shall be construed to imply a joint venture or principal and agent relationship between Two Roads and Customer and neither party shall have any right or power of authority to create any obligation, express or implied, on behalf of the other party.

14. *Severability* - If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then the affected portion shall be curtailed and limited only to the extent necessary to bring said provision within legal requirements, and this Agreement as so modified shall continue in full force and effect.

15. *Entire Agreement* - This Agreement and any attached appendices constitute the entire agreement between the parties and shall supersede all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement shall not be varied by other than an instrument in writing of subsequent date hereto, executed by both parties.

TWO ROADS PROFESSIONAL RESOURCES, INC.  
5122 Bolsa Avenue  
Suite 112  
Huntington Beach, CA 92649

Signature/Date: \_\_\_\_\_

Printed Name: Barry Vince

Title: Vice President



# The City of Long Beach Professional Services RFP Cost Proposal

Version
1.0
LAST UPDATE
11/26/2013
CLB RFP



Ref	Pass through Staff	Level of Resource	Onsite Hourly Rate Range*	Offsite Hourly Rate**
	Percentage		Low High	Low High
10.3.1	15%			
10.3.1	Percentage markup for Pass through Staff			
Ref	Specialist	Level of Resource	Onsite Hourly Rate Range*	Offsite Hourly Rate**
			Low High	Low High
3.2 & 7.2	Business Analyst	Senior	\$75.00 \$120.00	\$75.00 \$120.00
3.2	Business Analyst	Entry Level	\$45.00 \$75.00	\$45.00 \$75.00
3.2 & 7.2	Project Manager	Senior	\$85.00 \$135.00	\$85.00 \$135.00
3.2 & 7.2	Legacy System Programmer	Senior	\$110.00 \$185.00	\$110.00 \$185.00
3.2 & 7.2	Applications Web/Developer	Senior	\$90.00 \$190.00	\$90.00 \$190.00
3.2 & 7.2	Website Graphic Designer	Senior	\$50.00 \$100.00	\$50.00 \$100.00
3.2 & 7.2	Database administrator	Senior	\$50.00 \$90.00	\$50.00 \$90.00
7.2	Systems Support/Production Support Specialist	Senior	\$60.00 \$90.00	\$60.00 \$90.00
3.2 & 7.2	iPhone (Mobile Application)Specialist	Senior	\$70.00 \$130.00	\$70.00 \$130.00
3.2 & 7.2	Network Administrator	Senior	\$80.00 \$130.00	\$80.00 \$130.00
7.2	Windows Server Administrator	Senior	\$80.00 \$130.00	\$80.00 \$130.00
3.2 & 7.2	Communications Specialist	Senior	\$50.00 \$85.00	\$50.00 \$85.00
3.2 & 7.2	Wireless Communications Specialist (RF&WiFi)	Senior	\$80.00 \$130.00	\$80.00 \$130.00
3.2 & 7.2	Voice Communications Specialist (VOIP)	Senior	\$80.00 \$130.00	\$80.00 \$130.00
3.2 & 7.2	Desktop Technician	Entry Level	\$45.00 \$75.00	\$45.00 \$75.00

\* The hourly rate includes travel and expenses, because all our resources are locally sourced. \*\*Offsite work should have no expenses