



1 fiscal year shall be contingent upon the City Council of the City appropriating the  
2 necessary funds for such payment by the City in each fiscal year during the term of  
3 this Agreement. For the purposes of this Section, a fiscal year commences on  
4 October 1 of the year and continues through September 30 of the following year. In  
5 the event that the City Council of the City fails to appropriate the necessary funds  
6 for any fiscal year, then, and in that event, the Agreement will terminate at no  
7 additional cost or obligation to the City.

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

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

26 E. Consultant represents that Consultant has obtained all  
27 necessary information on conditions and circumstances that may affect its  
28 performance and has conducted site visits, if necessary.

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

4 2. TERM. The term of this Agreement shall commence at midnight on  
5 May 1, 2021, and shall terminate at 11:59 p.m. on April 30, 2023, unless sooner terminated  
6 as provided in this Agreement, or unless the services or the Project is completed sooner.  
7 The term may be extended for three (3) additional one-year periods, at the discretion of  
8 the City Manager.

9 3. COORDINATION AND ORGANIZATION.

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

18 B. The parties acknowledge that a substantial inducement to City  
19 for entering this Agreement was and is the reputation and skill of Consultant's key  
20 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
21 reference. City shall have the right to approve any person proposed by Consultant  
22 to replace that key employee.

23 4. INDEPENDENT CONTRACTOR. In performing its services,  
24 Consultant is and shall act as an independent contractor and not an employee,  
25 representative or agent of City. Consultant shall have control of Consultant's work and the  
26 manner in which it is performed. Consultant shall be free to contract for similar services to  
27 be performed for others during this Agreement; provided, however, that Consultant acts in  
28 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges

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

7 5. INSURANCE.

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

15 i. Commercial general liability insurance (equivalent in  
16 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less  
17 than One Million Dollars (\$1,000,000.00) per each occurrence and Two  
18 Million Dollars (\$2,000,000.00) general aggregate. This coverage shall  
19 include but not be limited to broad form contractual liability, cross liability,  
20 independent contractors liability, and products and completed operations  
21 liability. City, its boards and commissions, and their officials, employees and  
22 agents shall be named as additional insureds by endorsement (on City's  
23 endorsement form or on an endorsement equivalent in scope to ISO form CG  
24 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04  
25 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain  
26 no special limitations on the scope of protection given to City, its boards and  
27 commissions, and their officials, employees and agents. This policy shall be  
28 endorsed to state that the insurer waives its right of subrogation against City,

1 its boards and commissions, and their officials, employees and agents.

2 ii. Workers' Compensation insurance as required by the  
3 California Labor Code and employer's liability insurance in an amount not  
4 less than One Million Dollars (\$1,000,000.00). This policy shall be endorsed  
5 to state that the insurer waives its right of subrogation against City, its boards  
6 and commissions, and their officials, employees and agents.

7 iii. Professional liability or errors and omissions insurance  
8 in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

9 iv. Commercial automobile liability insurance (equivalent in  
10 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in  
11 an amount not less than Five Hundred Thousand Dollars (\$500,000.00)  
12 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 coverage  
19 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
20 written notice to City, shall be primary and not contributing to any other insurance  
21 or self-insurance maintained by City, and shall be endorsed to state that coverage  
22 maintained by City shall be excess to and shall not contribute to insurance or self-  
23 insurance maintained by Consultant. Consultant shall notify City in writing within  
24 five (5) days after any insurance has been voided by the insurer or cancelled by the  
25 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

1 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,  
2 continuing coverage for a period of not less than three (3) years, commencing on  
3 the date this Agreement expires or is terminated.

4 E. Consultant shall require that all subconsultants or contractors  
5 that Consultant uses in the performance of these services maintain insurance in  
6 compliance with this Section unless otherwise agreed in writing by City's Risk  
7 Manager or designee.

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

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

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

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
27 contemplates the personal services of Consultant and Consultant's employees, and the  
28 parties acknowledge that a substantial inducement to City for entering this Agreement was

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

13 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,  
14 certifies that, at the time Consultant executes this Agreement and for its duration,  
15 Consultant does not and will not perform services for any other client which would create  
16 a conflict, whether monetary or otherwise, as between the interests of City and the interests  
17 of that other client. Consultant further certifies that Consultant does not now have and shall  
18 not acquire any interest, direct or indirect, in the area covered by this Agreement or any  
19 other source of income, interest in real property or investment which would be affected in  
20 any manner or degree by the performance of Consultant's services hereunder. And,  
21 Consultant shall obtain similar certifications from Consultant's employees, subconsultants  
22 and contractors.

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

27 9. OWNERSHIP OF DATA. All materials, information and data  
28 prepared, developed or assembled by Consultant or furnished to Consultant in connection

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

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

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

28           12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for



1 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
2 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
3 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
4 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
5 disclosed pursuant to subpoena or court order.

6 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

25 15. LAW. This Agreement shall be construed in accordance with the laws  
26 of the State of California, and the venue for any legal actions brought by any party with  
27 respect to this Agreement shall be the County of Los Angeles, State of California for state  
28 actions and the Central District of California for any federal actions. Consultant shall cause

1 all work performed in connection with construction of the Project to be performed in  
2 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
3 county or municipal governments or agencies (including, without limitation, all applicable  
4 federal and state labor standards, including the prevailing wage provisions of sections 1770  
5 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
6 marshal, health officer, building inspector, or other officer of every governmental agency  
7 now having or hereafter acquiring jurisdiction.

8           16. WORK DAY. Consultant shall comply with Sections 1810 through  
9 1815 of the California Labor Code regarding hours of work. Consultant shall forfeit, as a  
10 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by  
11 Consultant or any subcontractor for each calendar day such worker is required or permitted  
12 to work more than eight (8) hours unless that worker receives compensation in accordance  
13 with Section 1815.

14           17. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.  
15 Consultant is advised that this work constitutes a public work of improvement subject to  
16 California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5, §§1720-1861. Pursuant  
17 to Labor Code Section 1771.1. Consultant or subcontractors shall not be qualified to bid  
18 on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public  
19 contract Code, or engage in the performance of any contract for public work, as defined in  
20 the California Labor Code, unless currently registered and qualified to perform public work  
21 pursuant to Section 1725.5. Contract (or associated subcontracts) shall not be entered into  
22 without proof of the Consultant's (or subcontractor's) current registration to perform public  
23 work pursuant to Section 1725.5. All work conducted in support of this public work of  
24 improvement is subject to compliance monitoring and enforcement by the Department of  
25 Industrial Relations. Consultant will abide by all applicable apprenticeship requirements in  
26 the California Labor Code Section 1777.5 and will be responsible for subcontractor  
27 apprenticeship compliance to the same.

28           18. PREVAILING WAGE RATES. Consultant is directed to pay the

1 general rate of per diem wages for each craft, classification, or type of worker needed to  
2 execute the contract (prevailing wage rates). Copies of the current prevailing rate of per  
3 diem wages are on file at its principal office (Labor Compliance Division, 411 W. Ocean  
4 Boulevard, 6th Floor, Long Beach, California, 90802), and shall be made available to any  
5 interested party upon request. Consultant is required to post a copy of the determination  
6 of the director of the prevailing rate of per diem wages at each job site. Pursuant to Section  
7 1775, Consultant shall forfeit, as a penalty to the City, up to Two Hundred Dollars (\$200)  
8 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,  
9 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any  
10 work done by Consultant, or any subcontractor, under this Contract. The difference  
11 between the prevailing wage rates and the amount paid to each worker for each calendar  
12 day or portion thereof for which each worker was paid less than the prevailing wage rate  
13 shall be paid to each worker by the Consultant or subcontractor.

14 19. CERTIFIED PAYROLL RECORDS.

15 A. Pursuant to the provisions of Labor Code Section 1776,  
16 Consultant shall keep and shall cause each subcontractor performing any portion of  
17 the work under this Contract to keep an accurate payroll record, showing the name,  
18 address, social security number, work classification, straight time and overtime  
19 hours worked each day and week, and the actual per diem wages paid to each  
20 journeyman, apprentice, worker, or other employee employed by Consultant or  
21 subcontractor in connection with the work. Such payroll records for Consultant and  
22 all subcontractors shall be certified and shall be available for inspection at all  
23 reasonable hours at the principal office of Consultant pursuant to the provisions of  
24 Section 1776 of the Labor Code. Consultant's failure to furnish such records to City  
25 or City's authorized Labor Compliance representative in the manner provided herein  
26 for notices shall entitle City to withhold the penalty prescribed by law from progress  
27 payments due to Consultant.

28 B. Consultant shall submit to the City certified payroll records for

1 Consultant and all subcontractors performing any portion of the work under this  
2 Contract on a monthly basis. Certified payroll records for Consultant and all  
3 subcontractors shall be maintained during the course of the work and shall be kept  
4 by Consultant for up to three (3) years after completion of the work.

5 C. The foregoing is in addition to, and not in lieu of, any other  
6 requirements or obligations established and imposed by any department of the City  
7 with regard to submission and retention of certified payroll records for Consultant  
8 and subcontractors

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

12 21. INDEMNITY.

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

27 B. In addition to Consultant's duty to indemnify, Consultant shall  
28 have a separate and wholly independent duty to defend Indemnified Parties at

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

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

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

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

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

25 24. NONDISCRIMINATION.

26 A. In connection with performance of this Agreement and subject  
27 to applicable rules and regulations, Consultant shall not discriminate against any  
28 employee or applicant for employment because of race, religion, national origin,

1 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
2 disability. Consultant shall ensure that applicants are employed, and that  
3 employees are treated during their employment, without regard to these bases.  
4 These actions shall include, but not be limited to, the following: employment,  
5 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
6 termination; rates of pay or other forms of compensation; and selection for training,  
7 including apprenticeship.

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

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

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

27 "During the performance of a contract with the City of Long Beach, the  
28 Consultant will provide equal benefits to employees with spouses and its

1 employees with domestic partners. Additional information about the City of  
2 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
3 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

18 26. NOTICES. Any notice or approval required by this Agreement shall  
19 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
20 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
21 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
22 to the City Engineer at the same address. Notice of change of address shall be given in  
23 the same manner as stated for other notices. Notice shall be deemed given on the date  
24 deposited in the mail or on the date personal delivery is made, whichever occurs first.

25 27. COPYRIGHTS AND PATENT RIGHTS.

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

28 B. City reserves the exclusive right to seek and obtain a patent or

1 copyright registration on any Data or other result arising from Consultant's  
2 performance of this Agreement. By executing this Agreement, Consultant assigns  
3 any ownership interest Consultant may have in the Data to City.

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

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

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

24 30. CONTINUATION. Termination or expiration of this Agreement shall  
25 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
26 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

27 31. TAX REPORTING. As required by federal and state law, City is  
28 obligated to and will report the payment of compensation to Consultant on Form 1099-



1 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
2 resulting from payments under this Agreement. Consultant shall submit Consultant's  
3 Employer Identification Number (EIN), or Consultant's Social Security Number if  
4 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
5 Financial Management. Consultant acknowledges and agrees that City has no obligation  
6 to pay Consultant until Consultant provides one of these numbers.

7 32. ADVERTISING. Consultant shall not use the name of City, its officials  
8 or employees in any advertising or solicitation for business or as a reference, without the  
9 prior approval of the City Manager or designee.

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

14 34. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
15 designed to or entered for the purpose of creating any benefit or right for any person or  
16 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  
411 West Ocean Boulevard, 9th 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.

VECTOR RESOURCES, INC. DBA  
VECTORUSA, a California corporation

\_\_\_\_\_  
April 28, 2021

By   
Name Robert Messinger  
Title Executive Vice President

\_\_\_\_\_  
April 28, 2021

By   
Name Jeffrey Zukerman  
Title Executive Vice President & Secretary

"Consultant"

CITY OF LONG BEACH, a municipal corporation

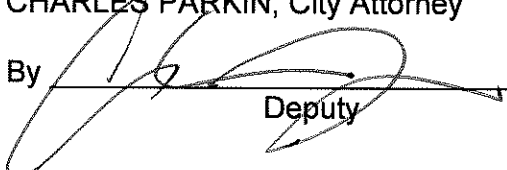
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May 18, 2021

By   
City Manager

"City" EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

This Agreement is approved as to form on May 6, 2021.

CHARLES PARKIN, City Attorney

By   
Deputy

# EXHIBIT “A”

## Scope of Work

# City of Long Beach

Request for Proposals Number TI21-008

For

City-wide Fiber Optic Indoor Cabling

Due: December 23, 2020

Prepared for:

Tina Schaper  
Purchasing

Prepared by:

Jermaine Bryant  
Account Executive  
(310) 436-1022  
[jbryant@vectorusa.com](mailto:jbryant@vectorusa.com)

VectorUSA  
20917 Higgins Court  
Torrance, CA 90501

**NARRATIVE/TECHNICAL PROPOSAL**





City of Long Beach  
 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

**9. COMPANY BACKGROUND AND REFERENCES**

9.1 Primary Contractor Information

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

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

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the Contractor, or available from other sources, is insufficient to satisfy the City as to the Contractor's contractual responsibility, the City may request additional information from the Contractor or may deem the proposal non-responsive. The City's determination of the Contractor's responsibility, for the purposes of this RFP, shall be final.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No X Initials RM

## SCOPE OF PROJECT

VectorUSA is pleased to present this proposal to the City of Long Beach for RFP Number TI21-008 for City-wide Fiber Optic Indoor Cabling. Our response includes the capabilities of our organization, certifications of current employees and partners, along with our technical expertise in Structured Cabling and Fiber Optic installations. VectorUSA can perform all aspects of this RFP based on the Telecommunications Specifications listed within.

## PROJECT SPECIFICATIONS

VectorUSA plans to provide qualified professional Systimax Certified System (SCS) and Corning Fiber Installation trained professionals to furnish, install, trace, troubleshoot, document, and certify data and phone networks structured cabling systems. This includes Category 6/6A cabling, fiber optic cabling, splicing, wall jacks, cabling racks and terminations, and cable management solutions. Please see our cost proposal for Exhibit A: Sample Project Proposal.

## WARRANTY

### **1. Post-Installation Support**

VectorUSA offers a range of cost-effective support options to assure that installed systems are maintained once their system is operational. Options range from periodic onsite audits and maintenance to comprehensive managed services. The Customer is encouraged to contact their VectorUSA Account Executive to plan post-installation support.

### **2. Workmanship**

VectorUSA will ensure that all work is to be completed in a workmanlike manner according to standard practices, and manufacture installation guidelines. The installation will be free from defects in workmanship (except for those inherent in the quality of work the contract documents require or permit) for a period of one (1) year (“Warranty Period”). This workmanship warranty covers all workmanship defects related to installed work only. This Workmanship Warranty does not apply to defects in goods or materials, any alterations or deviations from the original installation by any party other than VectorUSA, defects caused by negligence or lack of maintenance by any other party than VectorUSA, or any conditions covered under Force Majeure.

### **3. Software Force Majeure**

VectorUSA shall not be liable for any failure or delay in furnishing goods, materials, analysis, data, programs, and services hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, or any other causes beyond VectorUSA’s reasonable control.

**TECHNICAL NARRATIVE**

VectorUSA’s corporate vision is to “become the unsurpassed standard in 'Connecting People to Information’.” We build our business one customer at a time through our family of dedicated employees by providing reliable, high-quality communications solutions that exceed our customer's expectations.

As a leader in core network technologies, VectorUSA’s vision of information services is IP centric. Our fundamental approach begins with developing a deep understanding of the underlying flow of information across our customer’s technology infrastructure. We then design our systems and services to assure that information flow is designed and managed to optimize efficiency, availability, security, and cost-effectiveness.

VectorUSA has an extensive background serving customers in a wide variety of industries. Our expertise includes solutions for state, local, and federal agencies, public, private K12 and higher ed schools, ports and terminals, hospitals, and large and small commercial enterprises. Design and implementation of advanced physical security systems have been one of our core strengths with experts from all aspects of physical security.

VectorUSA is more than capable of fulfilling the City of Long Beach’s needs for Systimax Certified System and Corning Certified Fiber installers. VectorUSA can design, build, and support fiber and copper infrastructures to support Voice, Video, and Data Networks per the specifications of the RFP at various City locations, buildings, and facilities within the City of Long Beach. No other network integration company performs with the speed, agility, and responsiveness of VectorUSA.

VectorUSA is respected by our clients for executing large and complex projects and services on time and within budget. Never having filed for bankruptcy in our 32-year history, our financial health is very strong (D&B # 19-536-8774); Vector maintains an “A” corporate credit rating and a \$150-million aggregate project bonding capacity to assure our financial ability to implement multiple large projects for our clients simultaneously. VectorUSA also takes pride in our Safety practices and XMOD rating of less than 1.0 which is unheard of in the industry. We have the technical knowledge, breadth of technical capability, comprehensive implementation and maintenance services and financial resources to assure a long-term partnership and commitment to the City of Long Beach.

VectorUSA has a strong resume that demonstrates our broad experience supporting enterprise level clients in projects ranging in scale from small remote-office installation and support to multi-location, multi-year implementation projects. VectorUSA has been successful in providing all the equipment, labor and services to design, install, configuration, test, document, and train new voice, video, and data networks at thousands of sites throughout Southern California alone. VectorUSA has provided references of similar scope and scale within the following pages.





## City of Long Beach –RFP TI21-008 City-wide Fiber Optic Indoor Cabling

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### PRIMARY CONTRACTOR INFORMATION

VectorUSA has been in the business of providing technology solutions that help companies grow for 32 years. We pride ourselves on our networking expertise and capabilities, which we leverage in the wide variety of network solutions we provide including cabling infrastructure with repair and maintenance.

VectorUSA has experts dedicated to assisting specific segments within the public sector, including water districts, municipalities, and state governments. Our technology solutions enable public organizations to operate more efficiently and better serve the public and their constituents. We have a comprehensive portfolio of solutions and a great deal of experience to help monitor, manage, and protect your network.

Incorporated in California (March 15, 1988; C Corporation) and headquartered in Torrance (20917 Higgins Court, Torrance, CA 90501; P: (310) 436-1000 / (800) 929-4516), with additional offices in Arizona, California (Rancho Cucamonga & San Diego) and North Carolina, VectorUSA is managed by its 3 original partners (authorized to contractually bind VectorUSA) – David Zukerman, President & CFO; Jeffrey Zukerman, Executive Vice President & Secretary; and Robert Messinger, Executive Vice President. Our team consists of over 300 employees nationally (more than 50 local technical resources, 14 of which reside in Long Beach) including, but not limited to consultants, network and systems engineers, technical personnel, business development and customer service agents.

VectorUSA brings a proven capability to execute mission-critical Information Technology projects on time and on budget. VectorUSA is licensed in the State of California (No. 654046) holding current C-7, C-10, C-61/D56 and B licenses. Thanks in part to our size, experience, and educated staff, we have highly trained resources that can both mobilize and scale quickly to accommodate the Client's needs.

We understand the complex demands of today's dynamic technology environment. The breadth of our services and the depth of our expertise give us exceptional abilities to deliver the best network solutions for our customers. As VectorUSA expands our range of services, we continue to deliver smart technology solutions including Unified Communications and Collaboration, Innovative Infrastructure, Intelligent Surveillance, and Managed Solutions, helping businesses operate more securely and efficiently. No other network integration company performs for its customers with the speed, agility, and responsiveness of VectorUSA - providing our customers with the power to connect people to information and the world.

VectorUSA continues to invest in our employees through professional training and certifications. As a result, we maintain some of the highest levels of certification with our various manufacturing partners. VectorUSA represents several best of breed manufacturers to ensure that we have the capabilities to provide clients with vendor agnostic solutions. We possess all the capabilities to consult, architect, implement, and manage client IT infrastructures. As part of our corporate culture we focus on the client outcome first! We strive to have all the necessary resources as direct VectorUSA employees (City resources will be assigned out of our Torrance HQ). This allows us to completely control the outcome and quality of our deployments. This is important because it demonstrates our continued investment in our services group to make sure we are providing not only best in class manufacturers, but that we have the professional services organization to stand behind these products to deliver the best possible experience for our clients.



**City of Long Beach –RFP TI21-008 City-wide Fiber Optic Indoor Cabling**

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VectorUSA has a long and successful history of designing, implementing & supporting complex technology infrastructure systems for clients throughout North America. Recognizing our customer's need to increase collaboration, improve service levels and provide a faster more resilient technology environment, VectorUSA provides comprehensive technology solutions including design, implementation, and support services. VectorUSA has also developed a successful managed services practice over the past eight years that allows our customers to take advantage of two fully-staffed Network Operations Centers (NOC) in Torrance, CA and Charlotte, NC. These two NOC's provide our customers with exceptional technical support and service levels that allow VectorUSA to deliver cost effective managed services with a high level of service integrity 24 hours per day, 365 days per year.

All proposal and contract inquiries regarding the enclosed response should be directed to VectorUSA's Account Executive, Jermaine Bryant:

Jermaine Bryant, Account Executive  
20917 Higgins Court  
Torrance, CA 90501  
Phone: (310) 436-1022  
Fax: (844) 270-3100  
Email: [jbryant@vectorusa.com](mailto:jbryant@vectorusa.com)



**City of Long Beach –RFP TI21-008 City-wide Fiber Optic Indoor Cabling**

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**KEY STAFF RESUMES**

## Resume

**Employee Name:** David Ben-Avides

**Current Position:** Quality Control Manager

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**Education:** ITT Technical Institute  
Electronics Engineer

### **Training and Certification:**

Project Management Professional (PMP-2556440)  
Certified Associate in Project Management (CAPM-2183496)  
Systemax Design & Engineering Certified  
Systemax Installation & Maintenance  
CSUDH Project Management Certificate  
AMP Cabling System Design  
Copper and Fiber Optics Distribution Systems Certification and Compliance  
Sumitomo Air Blown Fiber Certified

**VectorUSA Start Date:** January 1995

### **Overall Responsibilities:**

Review contracts in order to understand the business case, review the scope of work, materials and equipment verification and collect deliverable requirements. Review contract's bill of materials, estimates, quantities, and costs for compliance. Consult with sales account executives, Estimators, Engineers and Project Managers to plan, develop and implement equipment trackers, cost estimates, actual costs; plan scheduling, staging, configuration and deployment of LAN and WLAN equipment. Establish a close relationship with the client in order to clarify and create a communications channel for project compliance and deliverables assuring project close out in a timely manner. Communicate and establish a close relationship with Partners and Vendors and Manufacturers for contract price compliance. Provide technical support and solutions on different aspects of engineering in regards of installation and deployment of active LAN and WLAN equipment.

### **Professional Experience:**

**Client:** San Diego Unified School District (SDUSD)  
**Title:** IS Field Staging and Configuration Manager  
**Responsibility:** Design, implementation, coordination and project management of integration resources. Responsible for specification review, project management, and daily project operations from procurement through implementation and customer acceptance. Monitor and control the procurement, receiving, staging, burning, configuration and asset management of all active hardware to be installed on the project. Project cost analysis. Oversees documentation, tracking and warranty management of all active assets. Works hand- in-hand

with On-Site Integration Project Manager to coordinate deployment of the active network and wireless equipment.

Client: Los Angeles Unified School District (LAUSD)  
 Title: IS Field Staging and Configuration Manager  
 Responsibility: Experienced with design, implementation, coordination and project management of integration resources. Responsible for specification review, project management, and daily project operations from purchasing through implementation and customer acceptance. Oversees the purchasing, receiving, staging, burning, configuration and asset tagging of all IS hardware to be installed on the project. Oversees documentation, tracking and warranty management of all active assets. Works hand-in-hand with On-Site Integration Project Manager to coordinate deployment of the LAN and WLAN equipment.

RFP 1082 LAN Mod Program 14 schools	July 2012 – Present
2012 LAN Mod Program 60 schools	July 2012 – Present
2011 LAN Mod Program 57 schools	September 2011 – Present
2009 LAN Mod Program 54 schools	Sept 2010 – September 2012
2008 LAN Mod Program 90 schools	July 2008 – September 2012
2007 PK 2 LAN Mod Program 26 schools	July 2009 – September 2012
2007 PK 4 LAN Mod Program 35 schools	October 2007 – September 2010
2005 LAN Refresh Program 88 schools	October 2005 – June 2007

Client: Multiple Other School Districts  
 Title: Assets Management Manager  
 Responsibility: Oversees the purchasing, receiving, staging, burning, configuration and asset tagging of all IS hardware to be installed on the project. Oversees documentation, tracking and warranty management of all active assets. Works hand-in-hand with On-Site Integration Project Manager to coordinate deployment of the active network and wireless equipment.

Anaheim City Schools	2006 – present
Inglewood USD	2008 – present

San Bernardino City USD	2009 – present
Green Dot Charter Schools	2009 – present
San Diego USD	2010 – present
Bassett USD	2007 – 2008
South Bay USD	2009 – 2010
Jurupa USD	2010 – 2011
Romoland Elementary SD	2011
Coachella USD	2006 – 2008

**Client:** Los Angeles Unified School District (LAUSD)  
**Title:** Fiber and Copper Certification Manager April 2004 – Nov 2005  
**Responsibility:** Oversaw and reviewed all fiber and copper test results for compliance on the LAUSD 2004 LAN Refresh project.

# Project Management Institute

THIS IS TO CERTIFY THAT

**David Ben-Avides**

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE  
IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND  
RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

## Project Management Professional (PMP)<sup>®</sup>

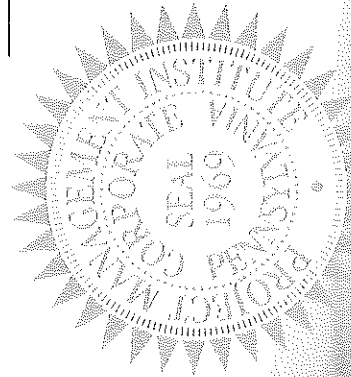
IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE



Randall T. Black • Chair, Board of Directors



Sunil Prashara • President and Chief Executive Officer



**PMP<sup>®</sup> Number: 2556440**

**PMP<sup>®</sup> Original Grant Date: 06 April 2019**

**PMP<sup>®</sup> Expiration Date: 05 April 2022**



# CERTIFICATE OF ACHIEVEMENT

This certifies that

**David BenAvides**  
**Vector USA**

has successfully completed

**SP3351 - SYSTIMAX MasterClass**

**24th June 2019**  
Date issued

This certificate shall expire two (2) years from the date above

**BH699503US201750**  
Certificate

**James Donovan**  
Approval

USI Recognized Continuing Education Credits (CECs)  
Event ID: 0VCOMMS-IL-0418-1

This certificate is a record of training completed and is provided for information purposes only. The certificate shall not be construed to create, indicate, infer or imply any status, partnership, membership of the CommsScope PartnerPRO Program or any other relationship between CommsScope and the above named company. Furthermore, the above named company does not have any right, power or authority to represent, act, or create any obligations, express or implied, on behalf of or for CommsScope. For more details on CommsScope's PartnerPro program please visit [www.commscope.com/PartnerPRO](http://www.commscope.com/PartnerPRO).

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**Employee Name: Paul Hartwell, PMP, FSO, ITPSO**

**Current Position: Vice President of Estimation & Engineering**

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**Training and Certifications:**

Project Management Professional, PMP # 1517504  
Crestron DigitalMedia Certified Designer 4K (DMCD 4K)  
Crestron DigitalMedia Certified Engineer 4K (DMCE 4K)  
TE DAS Installation & Commissioning  
OSHA 10-hour Course in Construction Safety and Health  
CPR and First Aid

**VectorUSA Start Date: September 15, 2008**

**Current Duties:**

- Lead VectorUSA Operations for Headquarters and Branch Offices.
- Ensure projects are completed within schedules and budgets by monitoring resources & controlling risk.
- Mapped company's processes, business structure, procedures and reports.
- Manage electrical, communications and IS, engineering and construction services and projects.
- Managed various subcontractors of all trades in terms of project estimation, scheduling, execution of work, quality assurance, monitoring project controls and closing out projects.
- Create necessary tools to budget, estimate, manage and schedule resources in order to properly control company exponential growth.
- Direct methods and procedures for RFC review and administration and submittal review and administration.
- Utilize project management and control tools including but not limited to Microsoft Project.

**Professional Experience:**

Company: **VectorUSA; Torrance CA**

Title: **Manager, Project Management Office**

2012 – 2016

- Manager for VectorUSA's Project Management Office. Oversaw Programs, Major Projects and Project Managers. Managed Programs and Projects to maintain schedules, control budgets, monitor resources & control risk.
- Worked closely with School District Inspectors and Network Engineers on network designs and other site specific issues. Set up and conducted meetings with school administrators and other District individuals to solve design concerns and ensure customer satisfaction.
- Visited PMO project sites, surveyed existing network, identified network upgrade issues for elementary, middle and high schools with up to 1500 users.
- Compiled extensive and detail oriented site specific Design drawings, Scope of Work and Logical Network Diagrams as required documentation for submittal as deliverable product to customer.

- Software used: MS Project Scheduling, Microsoft Word, Outlook, Excel, Fluke and OTDR software. Also FileMaker Pro material, estimating software.
- Designed new cabling pathways interior and exterior using the proper materials and parts to customer's and standards/code specifications. Was responsible for new and existing data cabling to meet strict transmission standards set forth by District specifications.

Company: **VectorUSA**; Torrance CA

Title: **Project Manager**

2008 – 2012

Client: Sierra Vista USD  
Sierra Vista, AZ

Title: Project Manager, Scheduling

Responsibility: Worked on E-rate year 15 to complete the installation of a new communications infrastructure at one site. Installation includes Category 6 cabling, Edge and UPS equipment. Up to (350) workstation locations were installed in (7) IDF cabinets & (1) MDF cabinet for project.

Client: Alhambra Unified School District  
Alhambra, CA

Title: Project Manager, Scheduling

Responsibility: Working on E-rate year 14 to complete the Installation of a new communications infrastructure at 15 sites. Installation to include Category 6, 6 & 12 strand 50um MM fiber. Up to (8500) workstation locations, (45) IDF cabinets & (10) MDF cabinets are to be installed for these projects.

Client: Cedars Sinai Medical Center  
Phoenix, AZ

Title: Project Manager, Scheduling

Responsibility: Worked on the installation of Cedars new disaster recover site in Phoenix AZ. This site consisted of the installation of (65) network cabinets, 500 feet of overhead basket tray, 500 feet of Fiber Runner fiber duct, (636) Category 6 cables & (195) 50um fiber optic trunk cables.

Client: Encinitas Union School District  
Encinitas, CA

Title: Project Manager, Scheduling

Responsibility: Worked on the Installation of a new communications infrastructure at 9 sites consisting of data cables, active equipment, VoIP & IP paging. Installation included Category 6 & 12 strand 50um MM fiber. Up to (2000) workstation locations, (18) IDF cabinets & (2) MDF cabinets were installed for these projects.

Client: Garden Grove Unified School District  
Garden Grove, CA

Title: Design Engineer, Project Manager, Scheduling

Responsibility: Working on E-rate year 11 Phase II to complete the Installation of a new communications infrastructure at 25 sites consisting of data cables including Category 6A F/UTP & 12 strand SM Fiber. Up to (5500) workstation locations & (85) IDF cabinets are to be installed for this project.

Client: San Bernardino City Unified School District  
San Bernardino, CA

Title: Design Engineer, Project Manager, Scheduling

Responsibility: Working on E-rate year 11 to complete the Installation of a new communications infrastructure at 22 sites consisting of data cables including Category 6e UTP & 12 strand SM Fiber. Up to (2000) workstation locations & (40) IDF cabinets are to be installed for this project.

Client: Jurupa Unified School District  
Jurupa, CA

Title: Project Manager, Scheduling

Scope of work: Worked on E-rate year 11 to complete the Installation of a new communications infrastructure at 5 sites consisting of data cables & active equipment including Category 6, 24 strand hybrid 50um MMF / SM fiber Up to (5000) workstation locations, (72) IDF cabinets & (5) MDF cabinets were installed for these projects.

Client: Ontario Montclair School District  
Ontario, CA

Title: Project Manager, Scheduling

Responsibility: Worked on E-rate year 12 to complete the Installation of a new communications infrastructure at 5 sites consisting of data cables & active equipment including Category 6, 12 strand SM fiber. Up to (4000) workstation locations, (55) IDF cabinets & (5) MDF cabinets were installed for these projects.

Client: Garden Grove Unified School District  
Garden Grove, CA

Title: Design Engineer, Project Manager, Scheduling

Responsibility: Worked on E-rate year 11 to complete the Installation of a new communications infrastructure at 31 sites & (1) data center consisting of data cables including Category 6e, 6A F/UTP & 12 strand SM Fiber. Up to (6500) workstation locations, (240) IDF cabinets, (30) MDF & (14) network equipment cabinets were installed for this project.

# Project Management Institute

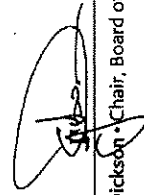
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**Paul W Hartwell**

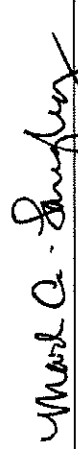
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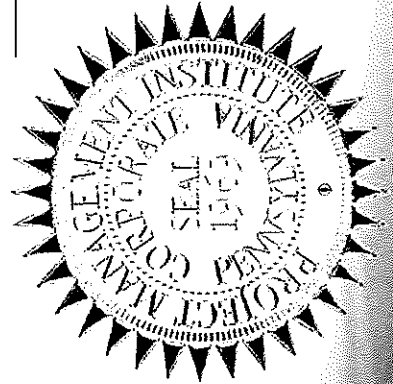
IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE



Mark Dickson • Chair, Board of Directors



Mark A. Langley • President and Chief Executive Officer



PMP<sup>®</sup> Number 1517504

PMP<sup>®</sup> Original Grant Date 07 July 2012

PMP<sup>®</sup> Expiration Date 06 July 2021



**Employee Name: Jon Bates, PMP**

**Current Position: Project Manager**

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**Education:**

**MBA, University of Michigan, Ann Arbor, MI**  
**BBA, University of Notre Dame, Notre Dame, IN**

**Training and Certifications:**

Project Management Professional, PMP  
Certified Scrum Master, CSM  
Information Technology Infrastructure Library (ITIL), v3 Foundations Certified

**Technical Skills:**

IT Project Manager known for developing full understanding of client expectations and driving business value on complex IT projects. Solid background in creating project plans and project schedules out of ambiguity, managing all phases of projects including initiating, planning, executing, monitoring, controlling and closing, while solving problems to maximize performance. Detailed approach to project management leads to flawless execution while delivering projects on time, within budget, and within scope. Key strengths include:

<b>Methodologies:</b>	SCRUM, Agile, Waterfall, Iterative Project Management Body of Knowledge (PMBOK) Information Technology Infrastructure Library (ITIL), version 3 Systems Development Life Cycle (SDLC)
<b>Management Tools and Applications:</b>	Clarity/Open Workbench, PlanView, Smartsheet Microsoft Suite Tool set including Excel and MS Project HP Quality Center ServiceNow
<b>Platforms:</b>	Cisco Routers, Cisco Switches, Cisco Wireless Access Points Windows Server

**VectorUSA Start Date: October 5, 2020**

**Professional Experience:**

**NBC UNIVERSAL, Universal City, CA** **2019 – 2020**  
**Project Manager**

Provide project governance to migrate database servers from one datacenter to another.

- Developed and executed plan to migrate all 668 databases servers to new data center, successfully reduced monthly expenses by \$500K.
- Led the effort to migrate some of the most complex applications for broadcasting without negatively impacting on-air operations.

**CENTENE (FORMERLY HEALTH NET), Woodland Hills, CA**  
**Senior Project Manager**

**2016 - 2018**

Directed projects related to multi-million dollar data center migration endeavor as part of acquisition of Health Net by Centene Corporation.

- Oversaw effort to migrate 125 applications with corresponding data from IBM's data center to Centene's data center, planned, organized, directed and controlled work activity, ending in \$7 million monthly cost reduction.
- Headed project to in-source IT functions that were previously outsourced to AT&T, overcoming resource constraints through recruiting, and resulting in \$10 million annual reduction in expense.
- Orchestrated plan to eliminate 156K outdated backup tapes while minimizing business impact and remaining in compliance with federal law.

**TARGET CORPORATION, Minneapolis, MN**  
**Senior Project Manager**

**2011 - 2015**

Oversaw change, risk, and financial management on multi-million dollar infrastructure projects involving: server refresh, network refreshes, determining budgets and resource availability, and driving execution while maintaining relationships with stakeholders and monitoring budgets, timelines, milestones and deliverables, thus ensuring smooth project transitions.

- Spearheaded \$10M program with 38 team members to replace network equipment in 100 stores, leading team of internal project staff to complete all related tasks from initiating to closing including co-creating technical solution and executing project while staying within schedule and budget.
- Consolidated 53,000 diverse network devices in 1,783 stores making 350,000 network addresses available for future technology, overcoming major obstacles including migrating differing network equipment, working with non-technical offshore resources, and solving initial quality problems with robust quality plan.
- Established Network Engineering's \$30M strategic planning budget by collaborating with teams to develop direction for proceeding year, assisting in definition of project scope and objectives, ensuring technical feasibility, gathering cost estimates, and adjusting team goals to match business needs.
- Led \$2.5M venture to replace backup server for authorizing non-cash transactions, managing change, risk, tasks, timeline, and budget while providing redundancy and avoiding \$3.2M expenditure for new server.
- Managed \$1.1M endeavor to replace routers in distribution centers to enhance security, created detailed technical plan for smooth roll-out while completing project within scope, schedule, and budget.

**BANK OF AMERICA**  
**Consultant, Agoura Hills, CA (2010)**

**2006 - 2010**

**Senior Service Delivery Manager, Charlotte, NC (2006 - 2009)**

Directed technology projects in delivering infrastructure services including process analysis and improvements, network performance, problem resolution, and resource management.

- Planned and executed data migration as part of \$1.6B acquisition by creating testing efforts for 7 projects, working with cross-functional teams to migrate 64,000 customer accounts.
- Created network connectivity plan between corporate IT systems that saved estimated \$6M.

# Project Management Institute

THIS IS TO CERTIFY THAT

**Jon Bates**

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE  
IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND  
RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

## Project Management Professional (PMP)<sup>®</sup>

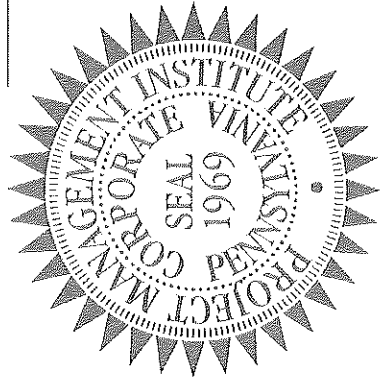
IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE



Tony Appleby  
Chair, Board of Directors



Sunil Prashara  
President and Chief Executive Officer



**PMP<sup>®</sup> Number: 1334893**

**PMP<sup>®</sup> Original Grant Date: 14 May 2010**

**PMP<sup>®</sup> Expiration Date: 13 May 2022**





# Jon Bates

is awarded the designation Certified ScrumMaster® on this day, February 18, 2015, for completing the prescribed requirements for this certification and is hereby entitled to all privileges and benefits offered by SCRUM ALLIANCE®.



Certificant ID: 000393734 Certification Active through: 18 February 2021

Angela Johnson  
Certified Scrum Trainer®

Harvey Wheeler  
Chairman of the Board



## Resume

**Employee Name:** Daniel Lee, RCDD

**Current Position:** Senior Sales Engineer

---

**Education:** California State Polytechnic University; Pomona, CA  
Bachelor's Degree (B.S.) – Mechanical Engineering

### **Training and Certifications:**

BICSI Registered Communications Distribution Designer (RCDD)  
Aruba Clear Pass Sales Specialist  
Siklu EtherHaul & MultiHaul Advanced Certification Training  
Milestone Systems – Milestone Technical Configuration Level 1  
A+, CompTIA  
Network+, CompTIA  
Title 8, Section 1529 – Construction Asbestos Standard Training

### **Summary of Qualifications:**

30 years experience working in the telecommunications and data networking industries in a variety of roles (technical support, sales support, IT specialist, project management, proposal development, design/engineering, sales engineering, estimating, and management). Possess BICSI Registered Communications Distribution Designer (RCDD) credential (#192917R).

**VectorUSA Start Date:** February 19, 2007

### **Professional Experience:**

#### **VectorUSA**

##### **Senior Sales Engineer**

6/2015 – Present

Work with VectorUSA account executives, project managers, clients, and prospective clients to research and design solutions and develop estimates and proposals for sales opportunities. Procure quotations for items/materials included in client estimates. Manage schedules for development and submittal of sales proposals and estimates. Coordinate efforts and schedules with other contractors when partnering for bidding opportunities. Coordinate with Operations to resolve issues that arise during execution of projects. Participate in monthly “lessons learned” meetings for completed projects.

##### **Engineer, K-12 Charter School Low Voltage Systems**

11/2016 – 5/2017

Engineered structured cabling, wired and wireless local area network, surveillance, access control and paging systems for a K-12 charter school building renovation project. Coordinated with client project manager to determine and clarify school’s requirements. Created and maintained project CAD drawings and documentation.

##### **Engineer, OSP Fiber Backbone Infrastructure**

02/2014 – 11/2014

Engineered OSP fiber backbone infrastructure as part of design for new automated shipping terminal construction project in Latin America. Coordinated design efforts with client engineers and project managers. Participated in regular meetings to review design progress. Created and maintained project CAD drawings and documentation.

**Supervising Project Engineer / Estimator  
Engineering / CAD Manager**

2/2007 – 6/2015

For LAUSD E-rate Project Years 8, 9, 10, 11, 12, 14, 15 and RFP 1082 Pkg 3:

- Served as Engineering (communications, network integration, wireless and electrical) and CAD Manager.
- Served as Supervising Project Engineer and Estimator.
- Supervised project engineers and the estimation process, CAD draftspersons, and photo documentation of all existing equipment and new equipment installed for all LAUSD E-rate projects. In supervision of the estimation process, Mr. Lee was directly responsible for providing direct estimation support to both LAUSD and Vector project management teams.
- Oversaw CAD documentation for preliminary & final documentation deliverables.
- Reviewed and approved all design RFCs prior to submittal.
- Oversaw all final documentation submittals.

**CACI/Information System Support, Inc.  
Network Engineer**

4/2004 – 2/2007

Consultant to the Los Angeles Unified School District (LAUSD) Information Technology Division Project Management Office (ITPMO). Analyzed and evaluated existing local area network/wide area network (LAN/WAN) infrastructures to determine the scope of work necessary to upgrade to and integrate with present American National Standards Institute (ANSI), Electronic Industries Alliance/Telecommunications Industry Association (EIA/TIA), BICSI, National Electrical Code (NEC), Americans with Disabilities Act (ADA), and LAUSD code, standards, and specifications. Coordinated site inspections with District project managers and inspectors and ensured assigned site inspections were completed on schedule. Reviewed and documented computer-assisted design submittals for E-rate Years 6, 8 and 9, Safety and Technology, High Tech High, Early Education Center (EEC), and New Construction projects. Design submittal review duties included review of estimates for project material, labor and timeline requirements to complete projects according to approved designs within scheduled timelines. Coordinated with design architects and District project managers to assist in the understanding of the LAN technology and ensure LAN infrastructure specifications were reflected in the school design drawings. Evaluated and responded to Requests For Clarification (RFCs) received from contractors. Reviewed final documentation for all projects to ensure accuracy and completeness. Worked as necessary to develop and/or refine processes, procedures, and work flows relating to job responsibilities. From July 2005 to February 2007, managed Los Angeles School Police Department (LASPD) project to completely replace outdated computer-aided dispatch (CAD) and records management system (RMS), as well as replace outdated laptops in LASPD field police vehicles.

**Chatsworth Products, Inc.  
Business Systems Analyst**

7/1998 – 7/2001

(Jul 98 – Jul 01) For this manufacturer of structural support and cable management products for the telecommunications and information technology markets, provided computer hardware and software support to more than 70 users in a Windows NT/2000 environment. Administered and provided user training and support for PBX and voice mail systems. Managed premises cabling and telecommunications infrastructure. Researched software and telecommunications services and, as

appropriate, recommended for purchase. Coordinated procurement and deployment of telecommunications services. Coordination duties included estimating project material, labor and time requirements to complete projects according to approved designs within scheduled timelines. Co-managed 100% successful Y2K evaluation and preparation project. Initiated development of company intranet. Managed development of Microsoft Visio-based product configuration application. Worked with marketing department to develop company Internet site and e-catalog.

(Jan 00 – Feb 01) Coordinated a new operating unit start-up; provided user support for computer hardware and software in Windows 2000 environment; provided network administration support in Windows NT Server 4.0 environment; and coordinated procurement and activation of and provided user support for telecommunications services.

(Jul 98 – Dec 99) Served as project manager for relocation of Chatsworth manufacturing plant to a new facility. Developed and executed the manufacturing plant relocation project plan that enabled record production levels for the period in which relocation took place. Coordinated design and installation of premises cabling and telecommunication services in new facility. Coordinated design, purchase, and installation of office furniture, including integration of premises cabling with furniture.

#### **Technical Support Specialist**

4/1994 – 7/1998

Provided phone-based and on-site technical support to customers nationwide. Provided companywide product training to internal and external sales personnel. Developed and executed companywide training program for technical support specialist new hires. Provided sales and technical support in company booth at major computer industry trade shows. Designed and quoted structural support systems resulting in estimated annual sales of \$5M. Worked with marketing department and external ad agency to develop marketing and technical publications. Wrote and edited user manual for internally developed AutoCAD-based custom design application for distribution to customers. Developed and wrote International Standards Organization (ISO) 9000 certification procedures relating to technical support functions/procedures.

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

# REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®

IS AWARDED TO

## Daniel F. Lee

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 110902

Registration Start Date: 01/01/2020

Registration End Date: 12/31/2022

*Ray E. Thompson*

Chair, Registrations & Credentials Supervision Committee



**Bicsi**  
**RCDD**

Since

03/27/2010

*R. LaT...*

Director of Credentialing

## Resume

**Employee Name:** Andrew Kloster, RCDD

**Current Position:** Operations Manager, Physical Security

---

### **Training and Certifications:**

- RHCSA – Red Hat Certified Systems Administrator
- BICSI Registered Communications Distribution Designer (RCDD)
- Commscope Uniprise Certified Installer, Systimax Design & Engineer
- Corning Fiber Optic Design & TSLAN500
- Panduit Certified Technician

### **Current Responsibilities:**

- As operations manager of the physical security division at VectorUSA, I am responsible for managing activities that are part of the productions of systems and services we provide for our clients to keep their facilities, people, and operations safe and secure.
- Direct responsibilities include managing the operations process, team member services, product selection, education, training, design, planning, performance improvement, and operations strategy.
- Currently our organization has one Solutions Architect, three Security Engineers, one Security Project Coordinator, three Security Project Managers, five Security Superintendents, three Security Foreman, and nine Security Technicians, plus we are growing and expect to hire three additional team members in 2021.
- Over \$7 Million work in progress and have the current goal to grow our division to \$12 Million annually in 2021.

**VectorUSA Start Date:** November 2020

### **Professional Experience:**

**Southeastern Cabling Contractors; Columbus, GA**

Operations Manager

2016 -2020

- Manage the design, installation, and maintenance of Information Transport Systems including but not limited to outside plant copper and fiber, structured cabling systems, data center infrastructure, intercom, CCTV, CATV, MATV, A/V, security, and access control.
- Manage 10 direct reports: 1 Project Manager, 2 Foremen, 2 Technicians, and 5 Installers as well as subcontractors.
- Maintain relationships with clients such as Aflac, TSYS, Pratt & Whitney, Columbus State University, Muscogee County School District, Troup County School District and the 75th Ranger Regiment. Currently managing \$2 million in projects.
- Maintain exclusive contracts for new construction, remodel, and MAC work for 6 data centers for the following companies: Aflac, TSYS, Muscogee County School District, and Pratt & Whitney.
- Designed and constructed multiple secret and top-secret projects for the Department of Defense.

**Phacil; Fort Benning, GA**

Contract Site Manager

2014 – 2016

- Successfully managed telecommunications construction and repair at Fort Benning, GA consisting of a total area of 182,000 acres and a population of 110,887 people.
- Designed and managed the installation of Unclassified, Secret and Top Secret data networks on time and on budget to meet military mission needs totaling over \$3 million in a 2 year period.
- Managed multiple subcontractors including underground utility construction, electrical, low voltage, and HVAC.
- Awarded a Certificate of Appreciation by the 5th Ranger Training Battalion for performing rapidly in response to an immediate training mission need.

**Commscope; Richardson, TX**

Regional Manager, Department of Defense Team

2013 – 2014

- Acted as an overlay to the Southeast enterprise sales force to close the gap in the customer supply chain by working internally within multiple Commscope divisions, the distribution channel, and the customer.
- Provided technical guidance, quality assurance, and commissioning for the installation of the fiber optic cable plant and other low voltage systems installed during the construction of the new 745,000 square foot Martin Army Community Hospital at Fort Benning, GA.

**Southeastern Cabling Contractors; Columbus, GA**

Operations Manager

2010 – 2013

- Performed daily responsibilities including schedule management, employee supervision, material management including ordering and staging, obtaining permits, code compliance, installation management, employee supervision, project labor management, project completion, and owner acceptance.
- Hired, trained, and developed installers and technicians. Responsible for mentoring employees and guiding them in obtaining industry certifications from manufactures and BICSI.

**Custom Cable; Atlanta, GA**

District Manager

2008 – 2009

- Recruited to open the first branch office of a growing telecommunications design and installation company.
- Hired and managed 8 direct reports: sales professionals, installers, and technicians
- Managed the design and installation of the cabling infrastructure at a 41,000 square foot data center for Publix Super Markets in Alpharetta, GA.

**Southeastern Cabling Contractors; Columbus, GA**

Project Manager

2001 – 2008

- Accountable for sales, project estimating, bid completion, P&L, project design and project management for telecommunications OSP & ISP cabling projects.
- Established and maintained relationships with customers, general contractors, and electrical contractors before, during, and after construction for Information Transport Systems projects including telephone and data networks, CCTV systems, CATV and MATV systems, and alarm systems.

**U.S. Army; Fort Eustis, Virginia**

Battalion Assistant Training NCO

2002 – 2003

- Mobilized to assist the training of soldiers responsible for armed security escort services of DOD AA&E Category I, selected Category II, and other DOD sensitive cargo.
- Responsible for the scheduling of facilities and equipment in support of Force Protection training and served as an instructor for rules of engagement and defensive tactics. Assisted with the drafting of curriculums and training schedules. Led training classes for over 900 soldiers.

**Marconi; LaGrange, GA**

Site Operations Administrator

1999 – 2001

- Managed a hybrid network of Microsoft NT and Novell network operating systems consisting of 4 servers and 250 nodes. Configured and managed the WAN. Installed and managed Video Conferencing Equipment.
- Designed, installed and configured the network infrastructure including fiber optic backbone, CAT-5e cabling and switches to build a Gigabit Ethernet Network. Managed the cabling infrastructure, both Cat-5e and fiber from the MDF to the IDFs and the work area outlets including all moves, adds and changes of network and telephone drops. Supervised one network/computer technician.

Building the Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

# REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®

IS AWARDED TO

## Andrew Kloster

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 157863

Registration Start Date: 01-01-2021

Registration End Date: 12-31-2023

*Todd W. Taylor*

Todd W. Taylor, RCDD, NTS, OSP  
BICSI President



**BICSI**  
**RCDD**  
Since  
03-19-2005

*John H. Daniels*

John H. Daniels, CNM, FACHE, FHIMSS  
BICSI Executive Director & Chief Executive Officer



**Employee Name: Leopoldo Castaneda**

**Current Position: Project Manager**

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**Training and Certifications:**

Bicsi ITS Technician  
OnSSI Ocularis Basic Training  
Sony Security Certified Professional  
Ortronics Certified Technician  
AMP ACT III Designing Premises Cabling Systems  
Leviton Copper and Optical Fiber Structured Cabling Systems  
Sumitomo Future FLEX Air Blown Fiber System Certified  
ADC TN02 Installation Training Certified  
Computing Technology Industry Association – CompTIA A+  
OSHA 30-Hour Safety Training Certified  
Asbestos Certified – Operations and Maintenance Technician  
Department of Health Services – Lead Worker

**VectorUSA Start Date:** August 25, 2008

**Summary of Qualifications:**

Over eighteen (20) years of experience along with strong project management and interpersonal skills. Deep experience in the management of installations from beginning to end where many specialized disciplines are involved such as networking, wireless, surveillance, and cabling. Experience in raw construction environments that require continual interaction with the general contractor and other working trades on the project site. Well versed with blue print and schematic interpretation. Responsible for specification review, project management and daily project operations on indoor, outdoor and multi-site fiber, copper and wireless communications system installations. Years of experience has included the installation of the following cabling systems: Unshielded Twisted Pair Cabling (Category 1 through 6), Coaxial Cabling (RG-11, RG-58, RG-59, RG-62, and RG-6) Asynchronous and Synchronous Data, Single- and Multi-mode fiber optic cabling installation and testing, Air Blown Fiber installation and testing, and diagnosis/troubleshooting of voice/data networks.

**Professional Experience:**

**Client:** Hesperia Unified School District  
**Title:** Project Manager  
**Responsibility:** Managed the implementation of a District-wide (29 sites) pure TCP/IP-based Video Monitoring System (VMS) that integrated with the existing Cisco-based network infrastructure throughout the District. VectorUSA provided all equipment, labor, materials, and services required to install the complete digital surveillance system. Installation was performed in accordance with District specifications and accompanying plans. Provided regular project progress reports to the client, attended site construction meetings, interfaced with District key personnel to ensure that project plans are implemented on schedule, within budget, and within scope.

Client: San Bernardino City Unified School District  
Title: Project Manager  
Responsibility: Managed the implementation of a state of the art digital, IP based, surveillance system for San Bernardino City Unified School District – School Police. The designed system is an “open architecture” platform utilizing ONSSI Software, Sony and Hanwha High Definition cameras, Cisco infrastructure and HP Servers. At its completion, the total camera count tallied over (1,100) cameras. Managed/controlled project constraints by ensuring project plans were implemented on schedule, within budget, and within scope. Maintained open lines of communication with School Police and District Administration key personnel to guarantee the project deliverables were fully executed and delivered as per District specifications.

Client: Yusen Terminals, Inc. (YTI)  
Title: Project Manager  
Responsibility: Provided post award engineering review and design consultation with various stake holders. Developed comprehensive work breakdown schedule in order to manage installation team and meet aggressive completion date set by the client. Managed communication technicians, electrical journeymen, and information systems technicians in order to complete the installation and connection of over (25) CCTV Cameras to the existing Video Management System. Provided daily and weekly progress reports in electronic and hard copy form to the client and consultant during weekly site construction meetings.

Client: Long Beach Container Terminal  
Title: Project Manager  
Responsibility: Managed the installation of (4) OSP category 6 cables through existing conduit from the current DMARC to the new IT trailer’s MDF, approximately (44) telecommunication outlets equaling (102) category 6 data cables within the trailer, and the build out of necessary telecommunications support equipment in the client selected IDF. Throughout project worked closely with LBCT to ensure the scope of work was completed on time and that expectations were met on every aspect of the project. Worked closely with various LBCT departments to ensure proper coordination has been taken to keep the yard and Vector employees safe from the Port’s daily activity while on site.

Client: APM Terminals  
Title: Project Manager  
Responsibility: Managed the installation of (28) telecommunications outlets to yard light poles, equaling (56) category 6 cables for wireless purposes, along with the installation of conduit and nema boxes to each pole and customer provided access points and their associated power supplies. Responsible for the development of daily work tasks, onsite coordination between Port personnel and Vector for all phases of work, and the resolving of all onsite issues. Coordinated with APM to keep the yard and Vector employees safe from the Port’s daily activity while on site.

Client: General Atomics  
Title: Project Manager/Superintendent  
Responsibility: Managed and acted as lead installer of fiber optic cables for the Ground Control Station (GCS) area located at the Gray Butte Field Flight Operations facility. Coordinated manpower and equipment for the timely installation of

Sumitomo future flex fiber tube infrastructure between multiple buildings, ground terminal locations, and control station locations. Developed daily work tasks and managed all onsite issues. Performed the testing and certification of all installed cable, and managed the creation of all final project documentation.

**Client:** The Los Angeles Gay and Lesbian Center  
**Title:** Project Manager/Superintendent  
**Responsibility:** Managed the Center's server room move including the installation of multimode fiber cables from the new 1<sup>st</sup> floor location to the IDF closets on the 2<sup>nd</sup> and 4<sup>th</sup> floors, the extension/relocation of existing electrical circuits in the current server room to the new server room as well as the installation of new circuits to support InRow cooling units, the installation of new category 6 cables from the new server room to existing signage locations, and ultimately the relocation of existing network equipment, servers, and re-patching of (130) existing network ports within the new server room.

**Client:** University of La Verne, Residence Hall Cabling Project  
**Title:** Project Manager/Superintendent  
**Responsibility:** Project consists of the installation of horizontal cabling, and copper and fiber OSP cabling throughout University's new residence hall. Responsible for onsite coordination between School Personnel and Vector for construction schedule on all work phases. Develop daily work tasks and coordinate manpower and equipment for timely and proper design installation. Provide daily progress reports and resolve issues. Will gather and submit all As Built information and Final Testing documentation.

**Client:** City of Fontana, Parking Lot Cameras  
**Title:** Project Manager/Superintendent  
**Responsibility:** Project included the installation and focus/adjustment of new network cameras, and supporting copper/fiber optic cabling, on lighting poles at designated outer perimeter locations to gain a situational overview of the parking lot. Onsite coordination between City Personnel and Vector for installation schedule. Developed daily work tasks and coordinated manpower and equipment for timely and proper design installation. Gathered and submitted all As Built information and Final Testing documentation.

**Client:** Long Beach Container Terminal  
**Title:** Project Manager/Superintendent  
**Responsibility:** Managed the removal, relocation and replacement of old Wherenet access points (APs) with new customer provided Wherenet APs at multiple light pole locations. Vector installed two data cables to each of the newly relocated APs, replaced the needed hardware to properly secure the APs on the poles, and installed the necessary surge protector, switch, and power injector at each existing nema enclosure on each pole. Vector also installed customer provided Wherenet APs and the necessary supporting infrastructure to two guard shacks and each solar pole in the yard. Worked closely with LBCT to ensure the scope of work was completed on time and that expectations were met on every aspect of the project.

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**BICSI TECHNICIAN**

IS AWARDED TO

**Leopoldo Castaneda**

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 160490

Registration Start Date: 10-01-2020

Registration End Date: 09-30-2023

*Todd W. Taylor*

Todd W. Taylor, RCDD, NTS, OSP  
BICSI President



Since

09-22-2014

*John H. Daniels*

John H. Daniels, CNM, FACHE, FHIMSS  
BICSI Executive Director & Chief Executive Officer

# CERTIFICATE OF AUTHORIZATION

This certifies that

**Gabriel Castaneda**  
**Vector USA**

has successfully completed

**SP3361R - SYSTIMAX I&M Recertification**

**25th June 2019**  
Date Issued

This certificate shall expire two (2) years from the date above

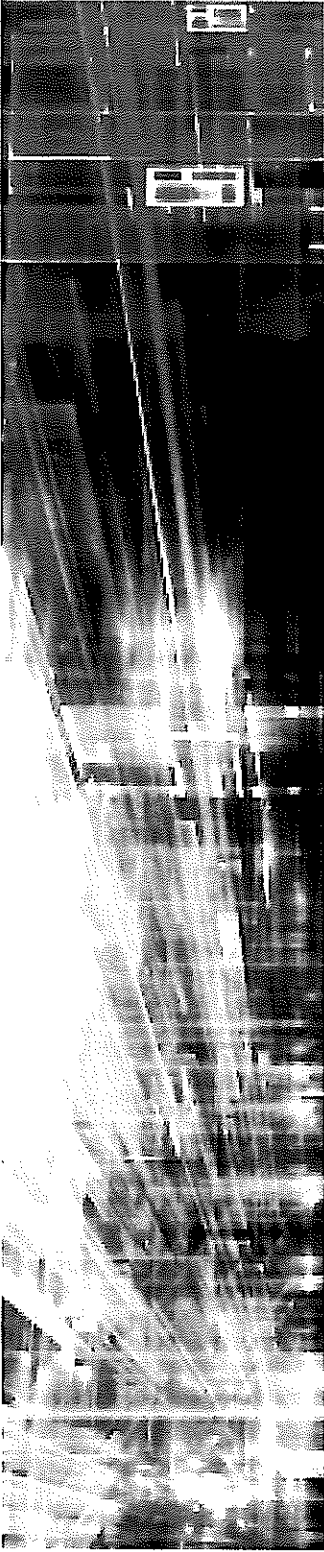
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Certificate

**James Donovan**  
Approved

USI Recognized Continuing Education Credits (CECs)  
3 Event ID: OVCOMMS-IL-0418-2

This certificate is a record of training completed and is provided for information purposes only. The certificate shall not be construed to create, indicate, infer or imply any status, partnership, membership of the Commscope PartnerPRO Program or any other relationship between Commscope and the above named company. Furthermore, the above named company does not have any right, power or authority to represent, act, or create any obligations, express or implied, on behalf of or for Commscope. For more details on Commscope's PartnerPRO program please visit [www.commscope.com/PartnerPRO](http://www.commscope.com/PartnerPRO).

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**SEE the  
LIGHT**  
FIBER OPTIC TRAINING

**Salvador Velasco**  
is recognized for completing the

**Corning® Fiber Installation (CFI) Course**  
20 Continuing Education Credits



February 12, 2015

Month Date, Year

*Instructor*

**Bicsi**

20 BICSI CONTINUING EDUCATION CREDITS:  
BICSI CECS ARE ONLY ISSUED TO BICSI CREDENTIAL HOLDERS

Event ID: OV-CORN-NC-0514-1

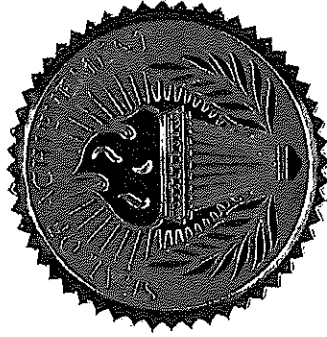




**SEE the  
LIGHT**  
FIBER OPTIC TRAINING

**Sam Valdez**  
is recognized for completing the

**Corning® Fiber Installation (CFI) Course**  
20 Continuing Education Credits



February 12, 2015

Month Date, Year

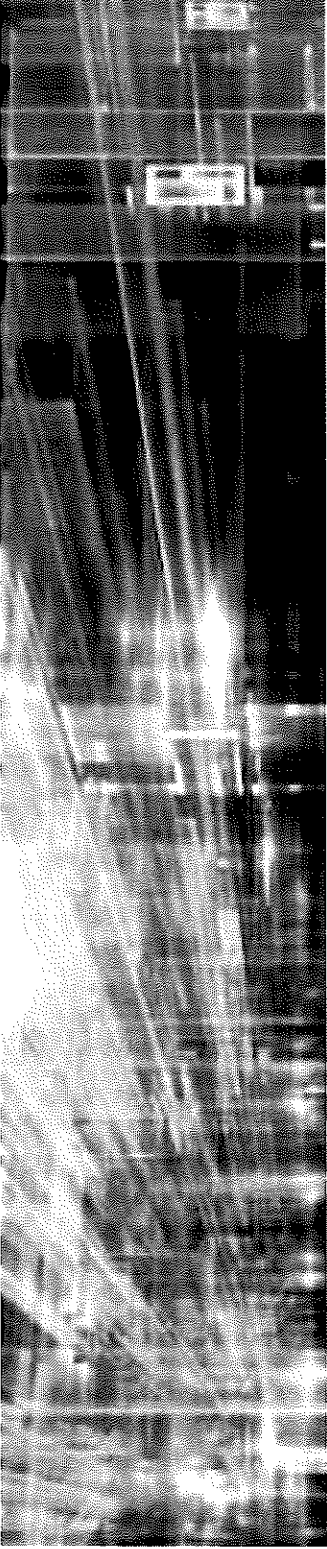
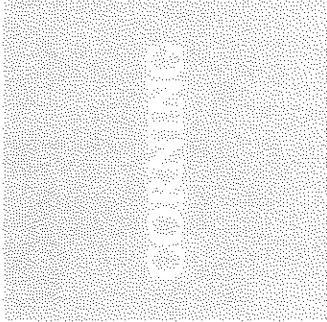
*Instructor*

**Bicsi**

20 BICSI CONTINUING EDUCATION CREDITS:  
BICSI CECS ARE ONLY ISSUED TO BICSI CREDENTIAL HOLDERS

Event ID: OV-CORN-NC-0514-1





**SEE the  
LIGHT**  
FIBER OPTIC TRAINING

**Jerry Stiles**  
is recognized for completing the

**Corning® Fiber Installation (CFI) Course**  
20 Continuing Education Credits

**March 12, 2015**

Month Date, Year

*Guy Frankel*  
Instructor

20 BICSI CONTINUING EDUCATION CREDITS:  
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Event ID: OV-CORN-NC-0514-1  
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# Manny Gonzalez

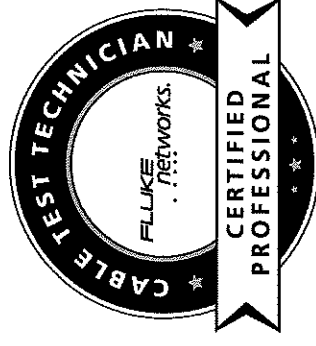
Has successfully completed the training and examination requirements under the Fluke Networks CCTT Program and is hereby recognized as a

## Versiv Fiber Certified Cabling Test Technician

For Loss/Length (Tier 1) & OTDR (Tier 2) Fiber Certification  
with the CertiFiber® Pro and OptiFiber® Pro

A handwritten signature in black ink, appearing to read "Mike Pennacchi".

Mike Pennacchi  
Network Protocol Specialists, Authorized CCTT Fluke Training Organization





# Manny Gonzalez

Has successfully completed the training and examination requirements under the Fluke Networks CCTT Program and is hereby recognized as a

## Versiv Copper Certified Cabling Test Technician

For Copper Certification  
with the DSX Series CableAnalyzer

Mike Pennacchi

Network Protocol Specialists, Authorized CCTT Fluke Training Organization





# Sal Velasco

Has successfully completed the training and examination requirements under the Fluke Networks CCTT Program and is hereby recognized as a

## Versiv Copper Certified Cabling Test Technician

For Copper Certification  
with the DSX Series CableAnalyzer



Mike Pennacchi

Network Protocol Specialists, Authorized CCTT Fluke Training Organization



# Sam Valdez

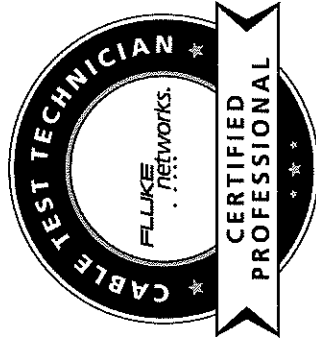
Has successfully completed the training and examination requirements under the Fluke Networks CCTT Program and is hereby recognized as a

## Versiv Copper Certified Cabling Test Technician

For Copper Certification  
with the DSX Series CableAnalyzer

Mike Pennacchi

Network Protocol Specialists, Authorized CCTT Fluke Training Organization



# Gabriel Chavez

Has successfully completed the training and examination requirements under the Fluke Networks CCTT Program and is hereby recognized as a

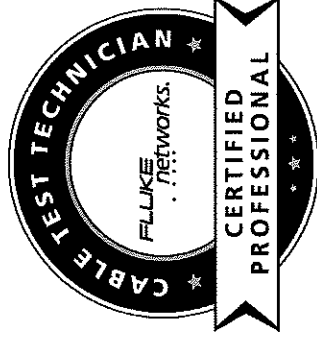
## Versiv Copper Certified Cabling Test Technician

For Copper Certification  
with the DSX Series CableAnalyzer



Mike Pennacchi

Network Protocol Specialists, Authorized CCTT Fluke Training Organization





**City of Long Beach –RFP TI21-008 City-wide Fiber Optic Indoor Cabling**

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**CONTRACTOR CERTIFICATIONS**

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:



CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE

654046

VECTOR RESOURCES INC DBA VECTORUSA

VECTOR RESOURCES INC

License Number 654046

to engage in the business or act in the capacity of a contractor in the following classification(s):

Classification: C-7 C10 B C61/D56

Expiration Date: 09/30/2022

www.csib.ca.gov



- C-7 - LOW VOLTAGE SYSTEMS
  - C10 - ELECTRICAL
- B - GENERAL BUILDING CONTRACTOR
  - D56 - TRENCHING (ONLY)

Witness my hand and seal this day,

December 7, 2012

Issued September 11, 1992

James Miller Board Chair

Stephen P. Sands Registrar of Contractors

Stephen P. Sands Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.



State of California

# Department of Industrial Relations

## Contractor Information

**Legal Entity Name**  
VECTOR RESOURCES, INC. DBA VECTORUSA

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
1000002893

**Registration effective date**  
07/01/20

**Registration expiration date**  
06/30/21

**Mailing Address**  
20917 HIGGINS COURT TORRANCE 90501 CA U...

**Physical Address**  
20917 HIGGINS COURT TORRANCE 90501 CA U...

**Email Address**  
jsinnott@vectorusa.com

**Trade Name/DBA**  
VECTORUSA

**License Number (s)**  
CSLB:654046  
CSLB:654046

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## Registration History

Effective Date	Expiration Date
05/08/18	06/30/19
06/06/17	06/30/18
06/07/16	06/30/17
06/22/15	06/30/16
11/18/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21

## Legal Entity Information

**Corporation Entity Number:** 954154511

**Federal Employment Identification Number:** 954154511

**President Name:** DAVID ZUKERMAN

**Vice President Name:** JEFFREY ZUKERMAN

**Treasurer Name:** DAVID ZUKERMAN

**Secretary Name:** JEFFREY ZUKERMAN

**CEO Name:**

Agency for Service:

**Agent of Service Name:** DAVID ZUKERMAN

**Agent of Service Mailing Address:** 20917 HIGGINS COURT TORRANCE 90501 CA United States o

## Worker's Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:** No

**Please provide your current worker's compensation insurance information below:**

PEO Information	PEO	PEO
Name	Phone	Email

Insured by Carrier



<b>Policy Holder Name:</b>	VECTOR RESOURCES, INC. DBA VI
<b>Insurance Carrier:</b>	TRAVELERS PROPERTY CASUALTY
<b>Policy Number:</b>	UB-0L239923-18-I3-G
<b>Inception date:</b>	11/01/19
<b>Expiration Date:</b>	11/01/20

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**CITY OF LONG BEACH, CALIFORNIA  
BUSINESS LICENSE**

PREPARED: 08/25/2020

P199

**OWNERSHIP NON-TRANSFERABLE**

LICENSE EXPIRES: 08/04/2021

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING:

<b>ACCOUNT NUMBER:</b>	<b>BU20563050</b>	<b>BUSINESS TYPE: CONTRACTING - BUILDING</b>
<b>OWNER:</b>	<b>VECTOR RESOURCES INC</b>	
<b>LOCATED AT:</b>	<b>20917 HIGGINS CT TORRANCE CA 90501</b>	
<b>DBA NAME:</b>	<b>VECTOR USA</b>	

AUTHORIZED BY: JOHN GROSS  
DIRECTOR OF FINANCIAL MANAGEMENT

—————  
➔ LICENSE HOLDER - - PLEASE NOTE ←

THE TOP PORTION OF THIS FORM IS YOUR LICENSE. YOU MUST DISPLAY THE LICENSE IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES.

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE. IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT THE BUSINESS LICENSE DIVISION AT (562) 570-6211 OR SEND AN EMAIL TO [LBBIZ@LONGBEACH.GOV](mailto:LBBIZ@LONGBEACH.GOV).

**NOTE: YOU ARE RESPONSIBLE FOR RENEWING THE LICENSE ON OR BEFORE THE LICENSE EXPIRATION DATE.**

(PLEASE NOTIFY THE BUSINESS LICENSE DIVISION IF YOU ARE NO LONGER IN BUSINESS.)

PLEASE REPORT IMMEDIATELY ANY CHANGE IN OWNERSHIP, BUSINESS LOCATION, MAILING ADDRESS, OR BUSINESS ACTIVITY TO THE BUSINESS LICENSE DIVISION.

**VECTOR RESOURCES INC  
VECTOR USA  
20917 HIGGINS CT  
TORRANCE, CA 90501**

# MEMBERSHIP CERTIFICATE

This certifies that

**VectorUSA**

is a BICSI Member in good standing through

6 June 2021

*Todd W. Taylor*

Todd W. Taylor, RCDD, NTS, OSP  
BICSI President

*John H. Daniels*

John H. Daniels, CNM, FACHE, FHIMSS  
BICSI Executive Director & Chief Executive Officer



# CERTIFICATE OF AUTHORIZATION

Presented To:

Vector USA: Torrance, California, United States  
as a

Solution Provider

for SYSTIMAX Infrastructure

Approved Territory:

Southern California



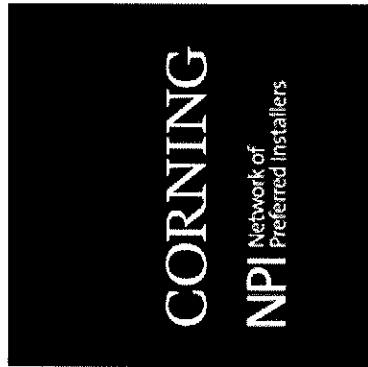
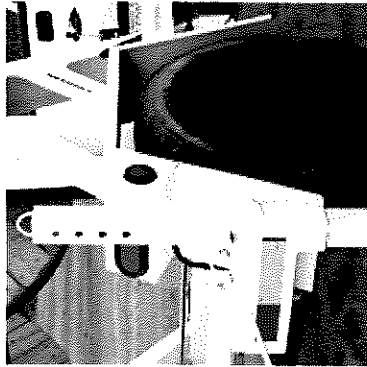
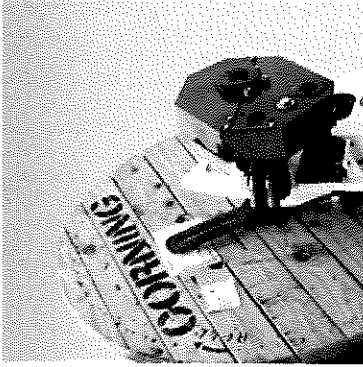
Stephen M. Kowal  
SVP Global Enterprise Sales

2020

Program Year

115228

Partner ID



# Corning Optical Communications Network of Preferred Installers

VectorUSA

Certified Member  
2020 Member in Good Standing

Andrew Bell, Program Manager  
Network of Preferred Installers  
Optical Communications, IBN/DC

Andrew Jackson, Vice President  
OCO Marketing  
Optical Communications

Rendered: Fri Apr 03 16:03:56 GMT 2020

**City of Long Beach –RFP TI21-008 City-wide Fiber Optic Indoor Cabling**

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**REFERENCES**

**Client Name:** General Atomics  
**Client Contact:** Genaro Gonzalez, Project Supervisor  
(858) 455-3425 / [Genaro.gonzalez@ga.com](mailto:Genaro.gonzalez@ga.com)

**Project Dates:** August 2019 – March 2020  
**Staff Assigned:** Leopoldo Castaneda

**Project Description:**

VectorUSA provided Infrastructure Cabling for data networks and wireless drops throughout several newly constructed buildings on the General Atomics campus. VectorUSA also installed Air Blown Fiber cells through various underground vaults.

**Client Name:** Naval Air Warfare Center Weapons Division (NAWCWD), China Lake  
**Client Contact:** John Mooney, Project Manager  
(760) 382-3875 / [john.m.mooney@navy.mil](mailto:john.m.mooney@navy.mil)

\*Please let us know prior to reaching out as this is a DoD initiative which comes with security considerations\*

**Project Dates:** July 2019 – Ongoing  
**Staff Assigned:** Daniel Lee

**Project Description:**

In July 2019 a series of earthquakes destroyed a significant amount of the infrastructure at NAWCWD, China Lake. This event displaced thousands of Naval employees, causing substantial operational disruption. In response, the Naval Base was forced to build temporary office facilities to resume full business functions. VectorUSA was asked to assist with rebuilding the entire tactical network, including all outside plant and inside plant wired and wireless network engineering and installation. To-date, we have successfully brought over a dozen of the temporary facilities online and are continuing to perform this work.

**Client Name:** North Orange County Community College District  
**Client Contact:** Larry Hsieh, IT Project Leader  
(714) 797-4350 / [lhsieh@nocccd.edu](mailto:lhsieh@nocccd.edu)

**Project Dates:** November 2019 – June 2021  
**Staff Assigned:** David Benavides, Paul Hartwell

**Project Description:**

**City of Long Beach –RFP TI21-008 City-wide Fiber Optic Indoor Cabling**

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NOCCCD has five sites made up of three major campuses and two remote sites. VectorUSA designed and is currently implementing a \$17.7 million dollar Network Refresh project spanning across their five locations and their primary and secondary data centers. This project includes upgrading their physical layer – cable placement and fiber termination for their core switches, WAP cable installation, and fiber backbone installation. The implementation will also include the provisioning and installation of new switching (Aruba), wireless (Aruba) and ClearPass, VoIP (Cisco), and firewall (Fortinet).

**Client Name:** San Diego Unified School District  
**Client Contact:** Moo Park, Facilities Development Project Coordinator  
(858) 637-6285 / [mpark@sandi.net](mailto:mpark@sandi.net)

**Project Dates:** September 2017 - Ongoing  
**Staff Assigned:** David Benavides, Paul Hartwell

**Project Description:**

Vector has or will design, install and configure LANs at 69 schools throughout the District. This includes design and installation of communications pathways, cabinets, and copper and fiber cabling infrastructure in compliance with current District specifications. Vector has or will design, install and configure complete WLAN systems at the 69 campuses in compliance with current District specifications. Vector will also provide, install and configure all routers and switches located in each campus' MDF, IDF, BDF, and CDF. Vector will also implement IP addressing schemes for VLANs at each campus. Additionally, the current VoIP system will be expanded at over 15 of the sites; Vector developed a standard implementation for remote site survivability and PSTN access configuration at each site. Vector will provide the SDUSD Information Technology Department hard and soft copies of comprehensive as-built CAD (and DSA approved) drawings. Vector will also submit fiber optic cable, CAT6 copper cable and wireless LAN performance test results and network diagrams in hard-copy and on CD.

**Client Name:** Long Beach Container Terminal  
**Client Contact:** Matt Hunnicutt, Director, Information Technology  
(562) 951-6201 / [matt.hunnicutt@lbct.com](mailto:matt.hunnicutt@lbct.com)

**Project Dates:** September 2013 – Present  
**Staff Assigned:** Paul Hartwell

**Project Description:**

Long Beach Container Terminal was in the process of building a state-of-the-art marine terminal that would include the combination of two existing terminal sites within the port to create a new terminal footprint. The port was investing \$1.2 billion to make this project a success. VectorUSA was brought in by LBCT to provide network design and technology support services to help augment their current information technology staff. Terminal automation required the appropriate planning and resources to assure everything was accounted for. Without the correct design and placement of specific technology

**City of Long Beach –RFP TI21-008 City-wide Fiber Optic Indoor Cabling**

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infrastructure, the automated terminal would have a negative impact on the logistics taking place at the facility, causing loss of time and money.

VectorUSA's team of network and infrastructure professionals interviewed manufacturers and arranged site visits and demonstrations of potential technology options. The scope of work included network consultation, network design, VoIP implementation, wireless network troubleshooting and analysis, network and systems monitoring, and structured cabling. Our infrastructure experts helped the terminal maintain their daily operational activities by supporting multiple applications that made them more efficient.

LBCT engaged VectorUSA in a variety of different areas to ensure their immediate needs and long-term strategies were met as they related to technology for automation. VectorUSA was proud to be the lead technology infrastructure consultant on this project, advising them on a number of avenues that facilitated the long-term automation goals of this new state-of-the-art terminal.



# EXHIBIT “B”

Rates or Charges

# City of Long Beach

Request for Proposals Number TI21-008

For

City-wide Fiber Optic Indoor Cabling

Due: December 23, 2020

Prepared for:

Tina Schaper  
Purchasing

Prepared by:

Jermaine Bryant  
Account Executive  
(310) 436-1022  
[jbryant@vectorusa.com](mailto:jbryant@vectorusa.com)

VectorUSA  
20917 Higgins Court  
Torrance, CA 90501

**COST PROPOSAL**



VRN-102744-001  
December 23, 2020

**Prepared For:** City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard  
Long Beach, CA 90802

**Project Description:** Request for Proposals Number T121-008  
City Wide Fiber Optic Indoor Cabling

**Prepared By:** Jermaine Bryant  
Account Executive  
(310) 436-1022  
[JBryant@VectorUSA.com](mailto:JBryant@VectorUSA.com)

## Table of Contents

Executive Summary .....	3
Scope of Work .....	4
Assumptions .....	6
Project Parameters / Caveats.....	7
Project Pricing .....	10
Application-Specific Services.....	13
General IT Services .....	13
Project-Specific Services .....	13
Warranty .....	14
Terms & Conditions .....	15
Signature & Acceptance .....	19

## Executive Summary

To whom it may concern:

Vector Resources, Inc. dba VectorUSA is pleased to submit this comprehensive proposal in response to Request for Proposal Number TI21-008 for City-wide Fiber Optic Indoor Cabling. VectorUSA has read and fully understands the services requested to successfully furnish, install, trace, troubleshoot, and document Category 6/6A and Fiber Optic Cabling needs for the City of Long Beach's various buildings, office spaces, and facilities. Our proposal is based upon a careful review of all requirements, guidelines, and specifications set forth in the RFP and Addendums 1 & 2.

VectorUSA's corporate vision is to "become the unsurpassed standard in 'Connecting People to Information'." We build our business one customer at a time through our family of dedicated employees by providing reliable, high-quality communications solutions that exceed our customer's expectations.

As a leader in core network technologies, VectorUSA's vision of information services is IP centric. Our fundamental approach begins with developing a deep understanding of the underlying flow of information across our customer's technology infrastructure. We then design our systems and services to assure that information flow is designed and managed to optimize efficiency, availability, security, and cost-effectiveness.

VectorUSA has an extensive background serving customers in a wide variety of industries. Our expertise includes technology infrastructure consulting, facility upgrades, implementation of voice/data communication solutions and ongoing support and managed services for a wide variety of technology-based systems. Our diverse customer base includes major hospitals and medical research centers, multinational shipping and logistics companies, schools and universities, movie and television studios, commercial enterprises and many government and local service agencies.

Headquartered in Torrance, California, with offices in Arizona, California, and North Carolina, our team consists of over 300 employees including, but not limited to consultants, network and systems engineers, technical personnel, business development and customer service agents. Some of our business partners include Cisco, HP, Microsoft, Fortinet, and other strategic technology vendors that specialize in a diverse array of technologies. These partnerships allow us to provide IT services and solutions that help our customers achieve their desired business outcomes.

VectorUSA is respected by our clients for executing large and complex projects and services on time and within budget. Never having filed for bankruptcy in our 32-year history, our financial health is very strong (D&B # 19-536-8774); VectorUSA maintains an "A" corporate credit rating and a \$150-million aggregate project bonding capacity to assure our financial ability to implement multiple large projects for our clients simultaneously. VectorUSA also takes pride in our Safety practices and XMOD rating of less than 1.0 which is unheard of in the industry. We have the technical knowledge, breadth of technical capability, comprehensive implementation and maintenance services and financial resources to assure a long-term partnership and commitment to the City of Long Beach.

All proposal inquiries should be directed to VectorUSA's Account Executive, Jermaine Bryant:

Jermaine Bryant  
Phone: (310) 436-1022  
Fax: (844) 270-3100  
Email: [jbryant@vectorusa.com](mailto:jbryant@vectorusa.com)

## Scope of Work

### Exhibit A Sample Project Proposal for CAT6 Dual Outlet Cabling:

- VectorUSA will provide specified Materials and Labor to install (1) CAT6 CMP, Slate in color for Data and (1) CAT6 CMP, Blue in color for Voice to each of (25) wall outlets, (25) Cubicle outlets and (10) Floor monuments.
- Total number of CAT6 CMP cables to be installed will be (60) Slate and (60) Blue.
- All Slate CAT6 data cables will be terminated on Orange CAT6 inserts at the workstation end. All Blue CAT6 voice cables will be terminated on Blue CAT6 inserts at the workstation end.
- All wall outlet cables will be installed into 2-port faceplates, all cubicle cables will be installed into 2-port surface mount boxes attached to the cubicle kickplate, once cubicle furniture provided by others is installed, and all Floor Monument cables will be installed into poke-thru fittings to be installed by others. Firestop installation for the monuments will be the responsibility of the poke-thru fitting installers.
- All of these CAT6 cables will be supported at 4-foot intervals above the ceiling using powder actuated nails holding up 24-inch long smooth ¼" rods with 2-inch J-Hooks with batwings attached.
- VectorUSA will be responsible for the installation and firestopping of (3) 4" sleeves above the ceiling grid into the MDF/IDF room for all of these CAT6 cables.
- In the MDF/IDF, VectorUSA will install a 4-post floor mount rack with vertical wire managers and seismic bracing by way of ladder rack also used as cable path to the rack.
- In the MDF/IDF, All Slate and Blue CAT6 cables will be terminated on (3) 48 port loaded CAT6 patch panels.
- All cables will be dressed neatly on the ladder rack and into the rack and patch panels.
- VectorUSA will provide (60) Reduced Diameter CAT6 Blue patch cords of varying lengths for patching in the MDF/IDF.
- VectorUSA will provide (60) 10' CAT6 Blue patch cords for end devices.
- All CAT6 cables will be Tested and labeled to industry standards.

### Exhibit A Sample Project Proposal for CAT6A WAP and MDF/DEMARC Cabling:

- VectorUSA will provide specified Materials and Labor to install (2) CAT6A CMP cables, Slate in color for WAP's to each of (5) Wireless Access Points and (2) for the link between the DEMARC and MDF.
- Total number of CAT6A CMP cables to be installed will be (12) Slate.
- All Slate CAT6A data cables will be terminated on Orange CAT6A inserts at the WAP locations and at the DEMARC backboard.
- All WAP cables will be installed into 2-port surface mount boxes above the ceiling grid. The 2 cables linking the MDF to DEMARC will be installed into a 2-port surface mount box on the DEMARC backboard.
- All of these CAT6A WAP cables will be supported at 4-foot intervals above the ceiling using powder actuated nails holding up 24-inch long smooth ¼" rods with 2-inch J-Hooks with batwings attached.
- Both of the MDF to DEMARC cables will be installed in a 2" EMT conduit which runs from the MDF/IDF room and terminates on the same floor in the Electrical room stacked above the DEMARC. The 2" EMT will be above ceiling and provided by others.
- All cables will be dressed neatly on the ladder rack and into the rack and patch panel.
- In the MDF/IDF, All Slate CAT6A cables will be terminated on Orange CAT6A inserts that will snap into (1) 24 port unloaded CAT6A patch panel.
- All CAT6A cables will be Tested and labeled to industry standards.

**Exhibit A Sample Project Proposal for 25-pair CAT5E CMP from MDF to DEMARC:**

- VectorUSA will provide specified Materials and Labor to install (1) 25-pair CAT5E CMP cable, Slate in color for a link between the DEMARC and MDF.
- This cable will be installed in a 2" EMT conduit above ceiling and provided by others.
- At the DEMARC, this cable will be terminated on a split 50 pair 66 block attached to the backboard with a mounting bracket.
- In the MDF/IDF, this cable will be terminated on (1) 24-port CAT5E patch panel , with the last 2 pairs terminated on 24th port in a T1 configuration (Violet/Brown and Violet/Slate).
- All cables will be dressed neatly on the ladder rack and into the rack and patch panel.
- This CAT5E cable will be Tested and Labeled to industry standards.

**Exhibit A Sample Project Proposal for TV cabling:**

- VectorUSA will provide specified Materials and Labor to install (1) RG6 CMP coaxial cable, White in color and (1) CAT6 cable, Slate in color from the MDF/IDF to each of (3) TV locations.
- All of these RG6 and CAT6 cables will be supported at 4-foot intervals above the ceiling using powder actuated nails holding up 24-inch long smooth ¼" rods with 2-inch J-Hooks with batwings attached.
- In the MDF/IDF, these RG6 cables will be terminated with F-type connectors and have enough slack to be patched into client's video equipment. At each TV location they will be mounted in a BNC coupler that will snap into a 2-port face plate mounted at the same height AFF as the TV.
- In the MDF/IDF, these CAT6 cables will be terminated on a loaded CAT6 patch panel. At each TV location, they will be snapped into the same 2-port faceplates as the RG6.
- All cables will be dressed neatly on the ladder rack and into the rack and patch panel.
- These RG6 and CAT6 cables will be Tested and Labeled to industry standards.

**Exhibit A Sample Project Proposal for Single Mode Fiber Optic Backbone:**

- VectorUSA will provide specified Materials and Labor to install (1) 12 Strand Single Mode Fiber Optic cable from the DEMARC to the MDF/IDF room.
- This backbone cable will be installed in a 2" EMT conduit which runs from the MDF/IDF room and terminates on the same floor in the Electrical room stacked above the DEMARC. The 2" EMT will be above ceiling and provided by others.
- In the MDF/IDF, this cable will be terminated with (12) Single Mode LC connectors which will be housed in a 1U fiber enclosure VectorUSA will install in the new 4-post rack.
- In the DEMARC, this cable will be terminated with (12) Single Mode LC connectors which will be housed in a wall mounted fiber optic enclosure VectorUSA will install on the backboard.
- This cable will be dressed neatly on the ladder rack and into the rack and patch panel.
- This cable will be Tested and Labeled to industry standards.

## Assumptions

1. VectorUSA assumes there are 4" cores, provided by others, in the concrete floor(s) in the Electrical Rooms stacked above the DEMARC to facilitate fiber backbone installation.
2. VectorUSA assumes the Electrical Rooms are indeed stacked above the DEMARC.
3. VectorUSA assumes the 2" EMT depicted in Exhibit A, Floor Plan 1 is the exclusive, low voltage dedicated pathway from the MDF/IDF Room to the Electrical Room on the same floor.
4. Vector USA assumes the 2" EMT will not be utilized by other trades prior to our cable installation.
5. VectorUSA assumes all EMT conduit for low voltage workstation cabling will be installed prior to commencement of work.
6. VectorUSA assumes that all wall outlets will have EMT stub-ups.
7. VectorUSA assumes that each of the (10) Floor Monuments depicted on Exhibit A, Floor Plan 2 will have a concrete core provided by others, a floor box installed by others at each location in addition to an EMT conduit running from each floor box, through ceiling space of the floor below, and up to the Exhibit A Sample Project Proposal floor.
8. VectorUSA assumes that the UPS and PDU will have sufficient existing electrical outlets in the MDF/IDF room.



## Project Parameters / Caveats

### **Change Order**

Any work that is added to or deleted from the original scope of this proposal that alters the original costs or completion date must be agreed upon by both parties in the form of a written change order.

### **Proprietary Information**

The information contained in this document is proprietary to VectorUSA and intended to be used as evaluative and / or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from VectorUSA.

### **Add & Delete**

Any additional work requested outside of the scope of work will be considered as separate work and addressed in the form of a written change order. This proposal is not to be used as an "add & delete" schedule.

### **Defective Materials**

If, due to problems with the existing hardware and / or materials provided by the client or other third parties, here is a delay and / or VectorUSA is unable to perform the work outlined in the scope of work , it will be addressed in the form of a written change order.

### **Extraordinary Service**

Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by VectorUSA, through no fault of its own, shall be reimbursed to VectorUSA by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to 1) shipping expenses related to unusual site handling fees (e.g., extra distance, no loading dock, extra stairs, extra demurrage charges); 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled; 3) expenses incurred by VectorUSA to resolve network compatibility issues caused by a client's election to substitute non-VectorUSA provided equipment or services; and 4) expenses incurred by VectorUSA for additional installation time and / or materials caused by a site not being prepared as called for in this proposal. VectorUSA shall promptly notify the client in writing of such charges. Notification will be provided, when feasible, prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to VectorUSA's fault or negligence, VectorUSA shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both, to reflect such charges and any related delay.

### **Schedule**

VectorUSA plans to implement this project in a continuous fashion or following the baselined schedule if submitted as part of this project. If delays or changes are introduced that are outside of VectorUSA's control, and those changes result in additional cost those costs will be addressed in the form of a written change order.

### **Delays**

The client must provide five (5) working days advance notice of any delays that will impact this project. If proper notice is not provided VectorUSA reserves the right to issue a work stoppage change order. Additionally, idle time incurred due to the absence of required escorts, clearance, permits, inability to enter the workplace, delays by other trades or other factors beyond VectorUSA's control will be addressed in the form of a written change order.

### **Access**

VectorUSA shall have access to all areas required to perform the proposed scope of work in a timely manner. This requirement includes access to client networks via onsite or remote login if applicable. If access is denied and results in additional cost or delays in the project schedule those costs will be addressed in the form of a written change order.

**Workdays / Overtime**

All work will be performed during VectorUSA's standard business hours of 6am - 6pm, or as specified in the statement / scope of work. If changes to the stated work hours are required due to conditions outside of VectorUSA's control result in additional cost those costs will be addressed in the form of a written change order.

**Asbestos / Hazardous Environments**

VectorUSA assumes that its installation teams will be working in areas that do not contain asbestos or any other hazardous material that would require additional time or alternative installation procedures. It is the responsibility of the client to provide written notification to VectorUSA of any asbestos contained material (ACMs) in or around the area of the project prior to the start of a project. If ACMs are present prior to job commencement or if ACMs are encountered during the project, additional cost, damages and / or delays attributed to necessary procedures for working in this environment will be the client's responsibility.

**Storage Area**

The client shall provide a secured storage area onsite for VectorUSA's materials and tools. If adequate space is not provided, or the cost of temporary storage is not included in our proposal that cost will be addressed in the form of a written change order.

**Office Furniture**

VectorUSA is not responsible for disassembling or moving desks or other office furniture to gain proper access to perform work.

**Ceiling Tile**

VectorUSA exercises care in the removal, storage, and reinstallation of existing (used) ceiling tiles: however, Vector accepts no liability for any incidental damages that may result from the handling of ceiling tiles.

**Existing Cable**

VectorUSA has not confirmed that the existing cable infrastructure is usable (e.g., undamaged, labeled, correct pin configurations, etc.). If pretesting or precertification is not included in our scope of work VectorUSA assumes no responsibility for existing cabling. If during installation it is found VectorUSA will inform the client. Troubleshooting and resolution services are available if needed and can be addressed in the form of a change order.

**Existing Conduit**

The client is responsible for ensuring that existing conduit / pathway that may be used for this project is installed and utilized in accordance with NEC requirements, have adequate space available for addition of new cables, will not exceed 60% fill ratio after new cables have been added, and are free of obstructions, blockages, and / or defects. If existing conduits / pathways to be used for this project need to be brought into compliance with current code and standards, VectorUSA can assist the client with this work if the client requests such assistance and those costs can be addressed in the form of a written change order.

**Coring**

If any coring, x-ray, or sonar inspections are necessary that are not specifically included in our proposal, it will be addressed in the form of a written change order.

**Wireless Survey / Installations**

Due to the nature of wireless and how other items (e.g., people, walls, doors, equipment, machines, furniture, etc.) affect the wireless signal, a wireless survey is only accurate for the actual day the area was surveyed. In most cases unless there are significant changes to the area the wireless coverage will not change and can be adjusted with some minor modifications. However, any significant changes made to the area after the survey and before the installation that impact the scope or cost will be addressed in the form of a written change order.

**Wireless Installations**

If VectorUSA based the wireless design and / or installation on a survey / design provided by the client or a third party any modifications to the design / placement of the wireless system that result in additional cost will be addressed in the form of a written change order.

## Project Pricing

**DUAL CAT6 OUTLETS**

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
CAT6 Plenum Slate UTP Cable	Commscope	700210198	11,000	0.57	6,270.00	5,610.00	11,880.00
CAT6 Insert Orange	Commscope	700206683	60	9.13	547.80	816.00	1,363.80
CAT6 Insert Blue	Commscope	700206758	60	9.13	547.80	816.00	1,363.80
2 Port Faceplate - White	Commscope	108168469	25	1.71	42.75	212.50	255.25
CAT6 Patch Cord 9 Foot Blue-End Devices	Commscope	CPCSSX2-0ZF009	60	9.41	564.60	510.00	1,074.60
Copper Testing and Labeling			120	0.00	0.00	1,632.00	1,632.00
2 Port Surface Mount Box White for Cubicles	Commscope	107984056	25	3.46	86.50	637.50	724.00
CAT6 Insert Orange Data Floor Monument			10	9.13	91.30	136.00	227.30
CAT6 Plenum Blue UTP Cable	Commscope	700208093	11,000	0.57	6,270.00	5,610.00	11,880.00
CAT6 Insert Blue Voice Floor Monument			10	9.13	91.30	136.00	227.30

**DUAL CAT6/CAT6A OUTLETS**

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
1/4" smooth rod & attachment w/pre-installed nail	Hilti	X-DR S ALH - 25 per bag	120	4.14	496.80	8,160.00	8,656.80
2" J-Hook with batwing clip	Hilti	X-DH BW- 50 per bag	120	4.62	554.40	816.00	1,370.40

**WAP OUTLETS**

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
CAT6A Plenum, Slate UTP Cable	Commscope	760105932	2,000	1.81	3,620.00	1,020.00	4,640.00
CAT6A Insert Orange	Commscope	760092379	20	13.30	266.00	272.00	538.00
2 Port Surface Mount Box White	Systimax	107984056	5	3.46	17.30	127.50	144.80
WAP Installation			5	0.00	0.00	510.00	510.00
CAT6A Patch Cord 3 Foot Blue	Commscope	CPCSSX2-0ZF003	10	7.81	78.10	85.00	163.10
Copper Testing and Labeling			10	0.00	0.00	136.00	136.00

**CCTV OUTLETS**

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
CAT6 Plenum Slate UTP Cable	Commscope	Commscope	450	0.57	256.50	229.50	486.00
CAT6 Insert Orange	Commscope	700206683	3	9.13	27.39	40.80	68.19
RG6 Coaxial, Plenum White Cable	Commscope	4112704/10	450	3.19	1,435.50	229.50	1,665.00
2 Port Faceplate - White	Commscope	108168469	3	1.71	5.13	25.50	30.63
BNC-B COUPLER	Commscope	108009424	3	15.99	47.97	40.80	88.77
RG6 Compression BNC Connector	C2G	41125	3	30.49	91.47	40.80	132.27

**DEMARC 25PR CAT5E**

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
50 Pair CAT5E 66 Block	Siemon Company	S66M1-C5-50	1	9.76	9.76	102.00	111.76
Bracket For 66 Block	Siemon Company	S89B	1	2.20	2.20	8.50	10.70
CAT5E 25 pr Plenum	Commscope	760103044	300	3.80	1,140.00	637.50	1,777.50
Copper Testing and Labeling			25	0.00	0.00	340.00	340.00

**DEMARC CAT6A**

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
Cat6A Plenum Blue UTP Cable	Commscope	760107201	300	1.81	543.00	153.00	696.00
CAT6A Insert Orange	Commscope	760092379	4	13.30	53.20	54.40	107.60
2 Port Surface Mount Box White	Systemax	107984056	1	3.46	3.46	25.50	28.96
Copper Testing and Labeling			2	0.00	0.00	27.20	27.20

**BACKBONE INSTALLATION INDOOR**

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
12 SM ALTOS Fast Access Tight-Buffered cable plenum	Corning	S-OP-12-LT-A-3U-YL-SIC-B-CUT REEL	300	6.02	1,806.00	637.50	2,443.50
1U Rack Mount Fiber Enclosure	Corning	CCH-01U	1	209.84	209.84	76.50	286.34
12 Port LC Single Mode Coupler Panel	Corning	CCH-CP12-A9	2	151.50	303.00	51.00	354.00
LC Single Mode Unicam Connector	Corning	95-200-99	24	15.93	382.32	489.60	871.92
Fiber Testing and Labeling			12	0.00	0.00	163.20	163.20
12 Port Wall Mount Fiber Enclosure	Corning	WCH-02P	1	87.84	87.84	102.00	189.84
Blank Adapter Panel CCH Enclosure	Corning	CCH-BLNK	1	12.20	12.20	8.50	20.70
Blank Connector Panel	Corning	WIC-BLANK	1	12.20	12.20	8.50	20.70

**MDF/IDF**

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
CAT5E 24 port patch panel, Angled, loaded	Commscope	760182923	1	263.79	263.79	25.50	289.29
CAT6A 24 port patch panel, Angled, Unloaded	Commscope	760151290	1	158.92	158.92	25.50	184.42
CAT6 48 port patch panel, Angled	Commscope	760151753	3	620.36	1,861.08	1,632.00	3,493.08
4 Post Rack	CPI	15215-703	1	638.80	638.80	204.00	842.80
Evolution H2 Double Sided Vertical Wire Manager	CPI	35521-703	2	920.89	1,841.78	68.00	1,909.78
CAT6 RDC Patch Cord 3 Foot Blue	Commscope	CO166S2-0ZF003	25	7.87	196.75	212.50	409.25
CAT6 RDC Patch Cord 5 Foot Blue	Commscope	CO166S2-0ZF005	25	8.26	206.50	212.50	419.00
CAT6 RDC Patch Cord 7 Foot Blue	Commscope	CO166S2-0ZF007	10	8.64	86.40	85.00	171.40
CAT6A RDC Patch Cord 7 Foot Blue	Commscope	CO199K2-0ZF007	5	12.88	64.40	42.50	106.90
4 Inch Sleeve Kit			2	24.40	48.80	306.00	354.80

4 IN Snap-On Plastic Bushing	Arlington	EMT400	4	6.90	27.60	34.00	61.60
Firestop Putty Stick	Hilti	00314721	2	37.68	75.36	102.00	177.36
1/2"x3 3/4"- 1/2 Redhead Steel Wedge Anchor WS-1236	Ramset/RedHead	WS-1236	4	1.98	7.92	68.00	75.92
12IN Cable Runway Black - Per Foot	CPI	10250-712	30	9.76	292.80	765.00	1,057.80
Runway Junction Splice Kit Black	CPI	11302-701	2	11.01	22.02	68.00	90.02
<b>LADDER RACKING</b>							
Wall Angle Support Kit Black	CPI	11421-712	4	28.20	112.80	81.60	194.40
Cable Runway Grounding Kit	CPI	40164-001	1	32.33	32.33	25.50	57.83
#6 Grounding Lug	CPI	40162-901xx	4	7.75	31.00	68.00	99.00
6 AWG THHN Stranded Green Cable Grounding Wire PVCTHNN-6-STR-GRN-500544.05	Generic	THHN-6-STR-GRN-5005	30	0.69	20.70	25.50	46.20
Rack to Runway Mounting Plate Black	CPI	10595-712	2	39.57	79.14	51.00	130.14
1500VA Rack Mount UPS	APC	SMT1500RM2U	1	725.49	725.49	102.00	827.49
AP7800B PDU	APC	AP7800B PDU	1	404.28	404.28	51.00	455.28
12IN Triangular Support Bracket Black	CPI	11312-712	1	64.66	64.66	17.00	81.66

**PROFESSIONAL SERVICES**

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
Project Superintendent _____			1	0.00	0.00	3,125.00	3,125.00
Project Sub-Total					33,236.95	38,131.40	71,368.35
Sales Tax							3,406.79
Project Total							74,775.14

## Application-Specific Services

<b>Name of application to be supported: IT Infrastructure</b>		
<b>Resource Type</b>	<b>On-site hourly rate</b>	<b>Off-site hourly rate (inclusive of travel/expenses)</b>
Infrastructure Project Manager	\$ 150.00	\$ 150.00
Infrastructure Consultant	\$ 150.00	\$ 150.00

## General IT Services

Percentage Markup for pass through Staff 35%

<b>Resource Type</b>	<b>On-site hourly rate</b>	<b>Off-site hourly rate (inclusive of travel/expenses)</b>
Communications Technician	\$ 115.00	\$ 115.00
Project Superintendent	\$ 125.00	\$ 125.00

## Project-Specific Services

<b>Resource Type</b>	<b>On-site hourly rate</b>	<b>Off-site hourly rate (inclusive of travel/expenses)</b>
Audio/Video Engineer	\$ 125.00	\$ 125.00
Audio/Video Technician	\$ 115.00	\$ 115.00

## Warranty

VectorUSA provides, for all work completed under this contract our Vector USA warranty. This warranty covers all workmanship for a period of one year unless specifically extended in writing as part of this agreement.

While this agreement extends the manufacturer's warranty for all items installed that warranty does not include labor required to replace, return, remove, install, or configure those items. If a product or item requires replacement under the manufacturer's warranty VectorUSA will provide the labor to replace that item on a time & material basis. Materials covered under that warranty will be provided under the warranty, if any additional supporting materials are required that are not covered, they would be billed.

Please note that RMA's typically require the product to be returned in the original packaging. It is recommended that packaging be retained if possible.

This warranty does not include any damages or cost related to unforeseen environmental events including but not limited to fire, water, rodents, construction, abuse, or misuse. VectorUSA can address and repair issues of this nature through a service request at an additional cost. If VectorUSA responds to a warranty request and upon arriving on site or at any time during that warranty call determines that the issue is related to an uncovered event or condition work will stop and the client shall be notified. If the client authorizes the repairs the warranty call will be converted to a service call and billed accordingly



## Terms & Conditions

**Assumptions and Exclusions:** The above stated assumptions and exclusions are fully integrated and incorporated within the below terms and conditions and are to be treated as one inclusive document.

**Scope of Services:** VectorUSA agrees to provide the services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

**Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair, or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.**

**Access:** Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and / or install a Vector-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

**Limited Warranty:** VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability:** The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of Vector) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000. VectorUSA will in no way be held responsible and / or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

**Excusable Delays:** VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

**Exclusions:** THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTOR USA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

**Software and Operating System Errors:** This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

**Indemnification:** Both the Customer and VectorUSA agrees to defend, indemnify and hold harmless the other party, its vendors, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the Customer's use of the services in this Agreement.

**Confidentiality, Publication and Non-Compete:** VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and / or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and / or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

Applicable Law: This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment.

Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Integration Clause: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and / or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

Prevailing Wage: Unless specifically stated in the scope of work VectorUSA has based this proposal on non-prevailing wage labor rates. If we are informed or it is determined later that the project is subject to prevailing wage rates for the performance of the public work portion of the contract, VectorUSA will submit those changes / additional costs that the project may incur will be address in the form of a written change order.

Sales Tax: Sales Tax shall be is calculated and billed based on the effective tax rates at the date of invoice.

Payment and Termination: All payments are due net 30 from the date of invoice. VectorUSA reserves the right to stop work, delay delivery of services and / or products for failure by customer to pay within terms of this agreement. VectorUSA reserves the right to deem this contract in default immediately and terminate it if the payment is delinquent more than thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay reasonable collection costs, late charges and / or Attorney Fees. Late charges, if levied, shall be assessed at 1.5% monthly or 18% annually.

Acceptance of Order: This quote is valid for 30 days. The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. Signature and Purchase Order due upon acceptance.

Signature & Acceptance

Material Total           \$ 33,236.95  
Labor Total             \$ 38,131.40  
Tax Total                \$ 3,406.79  
**Total                   \$ 74,775.14**

Material Deposit 25%   \$ 8,309.24

Accepted and Approved for:

VectorUSA  
20917 Higgins Court  
Torrance, Ca. 90501

City of Long Beach  
411 West Ocean Boulevard  
Long Beach, CA 90802

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

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(Printed Name)

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(Printed Title)

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(Printed Title)

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(Signature)

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(Signature)

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(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Title)

\_\_\_\_\_  
(Signature)

# EXHIBIT “C”

City’s Representative:

John Duplissis

(562) 570-7176

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee:

Jermaine Bryant