

ORIGINAL

BID NUMBER ITB TI-15-108

TO: CITY OF LONG BEACH  
CITY CLERK  
ATTN: SOKUNTHEA KOL  
333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802



INVITATION TO BID

Surveillance Cameras & Parts

CONTRACT NO. 34052

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor - refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: EL SEGUNDO CA ON THE 18 DAY OF August, 20 15.

COMPANY NAME: METRO VIDEO SYSTEMS, INC TIN: [REDACTED]

STREET ADDRESS: 1220 IMPERIAL AVE CITY: EL SEGUNDO STATE: Ca ZIP: 90245

PHONE: 310-640-9250 FAX: 310-640-9347

SI [Signature] CEO

ROBERT L. WEIR Bob@METROVIDEOSYSTEMS.COM

SI [Signature] PRESIDENT

TIMOTHY C. WEIR Tim@METROVIDEOSYSTEMS.COM

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA. NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED. NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH BY [Signature] Director of Financial Management

10/21/15 Date

APPROVED AS TO FORM 10-20, 20 15 CHARLES PARKIN CITY ATTORNEY [Signature] Deputy

**BID NUMBER ITB TI-15-108**

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

**The following information is submitted regarding the Bidder:**

**Legal Form of Bidder:**

Corporation  State of CA  
Partnership  State of \_\_\_\_\_  
General  Limited   
Joint Venture   
Individual  DBA \_\_\_\_\_  
Limited Liability Company  State of \_\_\_\_\_

**Composition of Ownership (more than 51% of ownership of the organization):**

OPTIONAL

**Ethnic (Check one):**

Black  Asian  Other Non-white  
 Hispanic  American Indian  Caucasian

**Non-ethnic Factors of Ownership (check all that apply):**

Male  Yes - Physically Challenged  Under 65  
 Female  No - Physically Challenged  Over 65

Is the firm certified as a Disadvantaged Business:  Yes  No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes  No

Name of certifying agency: METRO (CUCP # 12581 METRO FILE # 1393)  
COUNTY OF LOS ANGELES # 85014

**INSTRUCTIONS CONCERNING SIGNATURES**

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

**NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.**

**INDIVIDUAL (Doing Business As)**

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

**PARTNERSHIP**

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

**CORPORATION**

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

**OR**

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

**LIMITED LIABILITY COMPANY**

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ Before me, \_\_\_\_\_  
DATE NAME, TITLE OF OFFICER – E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

personally known to me - **OR** -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

- \_\_\_\_\_ TITLE(S)
- PARTNER(S)  LIMITED
  - GENERAL

- ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER:
- \_\_\_\_\_
- \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES):

\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**INSTRUCTIONS TO BIDDERS**

**1. PREPARATION OF BID:**

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

**NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.**

**2. EXAMINATION OF BID:**

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

**3. CONDITIONS OF WORK:**

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

**4. DISCREPANCIES IN BID DOCUMENTS:**

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

**5. ORAL STATEMENTS:**

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

**6. BRAND NAMES AND SPECIFICATIONS:**

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

**7. AWARD:**

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

**8. PAYMENT:**

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

**9. SAFETY APPROVAL:**

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

**10. BUSINESS LICENSE:**

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

**INSTRUCTIONS TO BIDDERS**

Address: 1220 E. IMPERIAL AVE EL SEGUINDO CA 90805

**11. PUBLIC WORK AND PREVAILING WAGES:**

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

Commodity/Service Provided:  
Circle appropriate designation:  MBE  WBE

Ethnic Factors of Ownership: (more than 51%)  
Black ( ) American Indian ( )  
Hispanic ( ) Other Non-white ( )  
Asian ( ) Caucasian ( )

Certified by: County of Los Angeles #8504  
Valid thru: JUNE 14, 2016  
Dollar value of participation: \$ \_\_\_\_\_

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9<sup>th</sup> floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

**16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:**

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:  
CITY OF LONG BEACH  
CITY CLERK – ATTN: Sokunthea Kol (Soey)  
333 W OCEAN BLVD/PLAZA LEVEL  
LONG BEACH CA 90802

**12. RIGHT TO REJECT:**

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

**BID DUE DATE:** August 18, 2015  
**TIME:** 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

SOEY KOL (562) 570-6123  
BUYER TELEPHONE NUMBER

**13. SAMPLES:**

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

**17. BID OPENING PROCEDURES:**

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

**14. PRICES:**

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

**15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:**

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

**SUBCONTRACTORS**

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

**18. INTER-AGENCY PARTICIPATION:**

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES  NO

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

Company Name: METROVIDEO SYSTEMS, INC.

**19. AMERICANS WITH DISABILITIES ACT:**

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

**20. EQUAL BENEFITS ORDINANCE:**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment D for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

**CONTRACT – GENERAL CONDITIONS**

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

**CONTRACT – GENERAL CONDITIONS**

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s)



**CONTRACT – GENERAL CONDITIONS**

obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:  
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".  
  
The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.
30. NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

**INSURANCE:** As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming **the City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against **the City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").
  - Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled

**CONTRACT – GENERAL CONDITIONS**

by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

**Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section.. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.**

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

**INDEMNITY: To the extent allowed by law,** Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

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

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

The provisions of this Section shall survive the expiration or termination of this contract.

**THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:**

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof, or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to

**CONTRACT – GENERAL CONDITIONS**

the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

**1. PROJECT OVERVIEW**

The City of Long Beach, Technology & Innovation Department is soliciting bids to furnish and deliver surveillance cameras, parts, and accessories on an as-needed basis in accordance with department needs and/or fund availability.

The City currently uses Genetec Security Center 5.2 (SR9 / CU1) to manage and maintain nearly 400 existing cameras and associated system equipment. All cameras proposed must be compatible with Genetic version 5.2 and version 5.3 and above when it is released.

The City anticipates purchasing approximately \$400,000.00 per year in cameras, parts, and licenses; however, actual amounts may increase or decrease without notice.

**2. BID TIMELINE - all times are Pacific Time**

Bid release date:	July 17, 2015
Questions due:	July 24, 2015 by 4:30 pm
Response from City to Bidder	July 31, 2015 by 4:30 pm
Bid Due date:	August 18, 2015 by 11:00 am

**3. BID SUBMISSION INSTRUCTIONS**

- 3.1 It is recommended that all Bidders visit the City website on a regular basis as the responses may be posted earlier than the date above, and for any addenda to the bid.
- 3.2 Additional Document Submittals: Bidders that do not include the items listed below with their bids will be deemed non-responsive and their bids will be rejected.

- Exhibit A - Bid Price Spreadsheet.xlsx document (in both PDF and Excel format)
- Attachment A - Debarment Certification Form
- Attachment B - Reference List
- Attachment C - W-9 Form
- Attachment D - Equal Benefits Ordinance (EBO) Form
- Attachment E - Insurance Requirement
- Attachment F - Secretary of State Certification Print-Out
- Attachment G - Small Business Enterprise Program Form (SBE)

- 3.3 Bidders shall submit one (1) original of the bid marked "ORIGINAL" and two (2) identical copies marked "COPY1"; "COPY2"; and one electronic media copy (USB drive, CD or other readable media). All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach  
C/O City Clerk  
Attn: Sokunthea Kol (Soey)  
333 W. Ocean Blvd., Plaza Level  
Long Beach, CA 90802

**BID NUMBER ITB TI-15-108**

3.4 The electronic copy of the vendor bid shall include the completed Exhibit A - Bid Price Spreadsheet.xlsx as MS Excel file format and the applicable Attachments, provided as PDF files.

Bids shall be clearly labeled in a sealed envelope or box as follows:

**ITB TI-15-108 Surveillance Cameras & Parts**

**Bids must be received by 11:00 a.m. local time, August 18, 2015. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.**

**4. REFERENCES**

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references may void bid. See Reference Information form attachment.

**5. AWARD**

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

**6. RIGHT TO REJECT BID**

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

**7. INSURANCE**

See Requirements on page 9, Section 30.

**8. SMALL BUSINESS ENTERPRISE GOAL (SBE) – EXEMPT**

There is a combined zero percent (0%) SBE Goal associated with this request. See **Attachment G** for information on the program.

**9. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part from grants awarded under the Federal Emergency Management Agency Port Security Grant Program (CFDA No. 97.056). Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

**ORDER OF PRECEDENCE**

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

**ACCESS TO CONTRACTOR'S RECORDS**

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

**AMERICANS WITH DISABILITIES ACT**

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

**COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

**COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT**

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

**COMPLIANCE WITH DAVIS-BACON ACT**

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

**COPYRIGHT**

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for

**BID NUMBER ITB TI-15-108**

Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

**DRUG-FREE WORKPLACE**

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

**ENERGY EFFICIENCY**

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

**ENVIRONMENTAL LEGISLATION**

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

**MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH**

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

**NATIONAL PRESERVATION ACTS**

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

**NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

**BID NUMBER ITB TI-15-108**

**PATENT RIGHTS**

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

**PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT**

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

**PUBLICATIONS**

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

**RIGHTS TO DATA**

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

**RIGHTS TO USE INVENTIONS**

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.

**SYSTEM FOR AWARD MANAGEMENT (SAM)**

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database ([www.sam.gov](http://www.sam.gov)).



## **10. BID PROTEST PROCEDURES**

### **Who May Protest**

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

### **Time for Protest**

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Business Services Bureau Manager must receive the protest by the close of the business on the fifth (5<sup>th</sup>) business day following the bid opening.

### **Form of Protest**

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Business Services Bureau Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the Business Services Bureau Manager, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the Business Services Bureau Manager by the close of the business on the third (3<sup>rd</sup>) business day.

The Business Services Bureau Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information. The decision of the Business Services Bureau Manager shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

## **11. FUTURE AMENDMENTS**

The City reserves the right to add and/or delete items, which may become necessary. Any such revisions shall be accomplished by written authorization approved by the City Purchasing Agent or her designee.

## **12. VALIDITY**

The invalidity, unenforceable or illegality of any provision of the Contract shall not render the other provisions invalid, unenforceable, or illegal.

**13. ALTERNATE BRANDS/APPROVED EQUALS**

Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or equivalent".

The Vendor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Long Beach is the equal thereof in every respect.

If Bidder desires to bid an "approved equal" item, the Bidder shall submit a request to do so to the City in writing by July 24, 2015 by 4:30 PM, PT. The request shall include all data necessary to substantiate that the item is equal. The City will notify the Bidder, in writing, of approval or disapproval of the equivalent item no later than July 31, 2015, 4:30 PM, PT. Approved equal documentation must be e-mailed to: [Purchasingbids@longbeach.gov](mailto:Purchasingbids@longbeach.gov), or mailed to City of Long, Purchasing Division, Sokunthea Kol, 333 W. Ocean Blvd., 7<sup>th</sup> Floor, Long Beach, CA 90802.

**14. CONTRACT PERIOD**

The Contract term shall be twenty-four (24) months from the date of award unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein.

It is agreed that during the contract period, vendor shall be required to furnish and deliver the replacement model at a comparable cost if item is at end-of-sale. The vendor shall warrant that the replacement model meets or exceeds all of the current model specifications.

**15. RENEWALS**

It is agreed that if the City intends to renew this Contract, the City shall so notify the Contractor 90 days prior to the expiration date. If the Contractor proposes a price increase for a contract renewal, the Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, the Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable. Documentation may be required to provide justification for any increases based on the US Bureau of Labor Statistics, Consumer Price Index increases or manufacturer increases that are out of the control of the Contractor.

**16. PRICE INCREASE:**

Please fill in the following blanks:

A. Shall not exceed 5 % during the first renewal period.

B. Shall not exceed 5 % during the second renewal period.

**17. PRICING**

No "minimum orders" will be permitted. Bids indicating a minimum order will be rejected. Unit pricing shall remain firm for the duration of the Contract. Manufacturer's price increases will not be allowed nor paid by the City. **No price increases will be allowed during the first twenty-four month contract period.**

**18. DELIVERY REQUIREMENT**

Products shall be delivered to specify locations between the hours of 7:30 am and 4:30 pm, Monday through Friday, FOB Destination City of Long Beach. **Price quoted shall include all shipping, handling and inside delivery charges to the location designated at time of order, which shall be within the City of Long Beach.**

The amount of order will vary. Orders will be placed on an as-needed basis.

**19. BLANKET PURCHASE ORDER(BPO)/AUTHORIZED PERSONNEL**

A Blanket Purchase Order (BPO) will be sent to the Vendor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment and/or services shall be made against the BPO release number. The Vendor must reference BPO release number and not the BPO number on all invoices.

The Vendor/Supplier shall provide either an electronic invoice (preferred) or a hard copy invoice to the City with each billing. To ensure payment is processed in a timely and efficient manner, all invoices shall be submitted either via email or mailed directly to the City Department billing address specified in the purchase order. If the purchase order does specify a department billing address, the Contractor shall be responsible for contacting the Department that placed the order to obtain the correct "Bill To" address.

**20. METHOD OF BILLING**

The Vendor shall submit an original invoice to the City of Long Beach Technology & Innovation Department-Administrative Services. Billing invoice shall include Purchase Order Number and department. The City will not make a payment until it has received and approved such invoice.

Vendor shall not invoice for goods, materials or supplies before merchandise has been shipped or delivered. City will not authorize payment until it has received the product.

**21. CONFLICT OF INTEREST**

The Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

**22. WAIVER**

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping the City from enforcing the full provisions thereof.

No delay, failure or omission of the City to exercise any right, power, privilege, or option arising from any default, nor any payments made by the City, shall impair any such right, power, privilege, or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to the Contractor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right, power, remedy, or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) days, give notice hereof including all relevant information with respect thereto, to the other party.

**23. WARRANTY**

Please state your warranty here if any: *The mfgers standard WARRANTY APPLIES TO ALL PRODUCTS.*

**24. VENDOR CONTACT INFORMATION**

Name of a person that will be the City's contact (must have a person's name).

Contact Name: MURRAY D BASS

Contact Direct Phone: 310-640-9250

Contact Fax: 310-640-9347

Contact E-mail: MURRAY@METROVIDEOSystems.com

BID SECTION

COMPANY NAME: METRO VIDEO SYSTEMS, INC.

WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER SURVEILLANCE CAMERAS AND PARTS ON AN "AS-NEEDED" BASIS FOB DESTINATION CITY OF LONG BEACH.

The City makes no guarantee that the same quantities of items will be purchased, as the quantities are based on estimates. For items not available, please mark as "NO BID".

Unit pricing shall not include sales tax.

See **Exhibit A** for the bid price spreadsheet.



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

## EXHIBIT A

[Must be included with bid response]

EXHIBIT A: Surveillance Cameras & Parts

Local Archivers for group							
Line	Description	Part Number	Manufacturer	Annual Estimated Quantities	Delivery in Days (ARO)	Unit Cost	Extended Cost
1	Universal Pole Mounting Kit	HGX-PMT13	L-Com	40	14	\$36.80	\$1,472.00
2	Enclosure 18x16x8 W / Fan	NB181608-50F	L-Com	10	14	\$306.60	\$3,066.00
3	3 Enclosure 14x12x7 W / Fan	NB141207-10F	L-Com	30	14	\$230.88	\$6,926.40
4	4 Enclosure 12x10x5 W / Fan	NB121005-10F	L-Com	1	14	\$204.68	\$204.68
5	Modular Phone Plug for Stranded Wire-8-Contact - «25 each Per / Package»	AT8X8RC	Allen Tel	1	14	\$54.32	\$54.32
6	Power Supply RS-100-12	709-RS100-12	Mean Well	10	14	\$41.77	\$417.70
7	Power Supply W/102W	picoPSU-150-XT	Mini-Box	10	14	\$70.73	\$707.30
8	Asus AM11-A Socket AM1/ DDR3/ SATA3&USB3.0/ A&GbE/ Mini-ITX Motherboard	AM11-A	Asus	10	14	\$50.00	\$500.00
9	AMD SD3850JAHMBOX Sempron 3850 X4 1.3GHz APU, Socket AM1, 2MB Cache, 25W	SD3850JAHMBOX	AMD	10	14	\$45.50	\$455.00
10	Corsair CMV4GX3M1A1333C9 4 GB (1 x 4 GB) 240-pin DDR3 1333mhz non-ECC desktop memory module	CMV4GX3M1A1333C9	Crucial	20	14	\$41.50	\$830.00
11	Hard Drive 6TB 3.5 inch	WD60PURX	Western Digital	20	14	\$306.65	\$6,133.00
12	Hard Drive 4TB 3.5 inch	WD40EZRX	Western Digital	1	14	\$174.89	\$174.89
13	Hard Drive 2TB 2.5 inch	WD20NPVT	Western Digital	1	14	\$116.53	\$116.53
14	Battery lead acid - sealed	PS-1250 F1	Power Sonic	1	14	\$16.61	\$16.61
15	Transformer	P-8663	Stancor	1	14	\$61.02	\$61.02
16	Ethernet switch unmanaged	EB-5ES-PSE-1	Sixnet	40	14	\$320.00	\$12,800.00
17	48V power supply for POE	LPF-90-48	Mean Well	40	14	\$63.87	\$2,554.80
18	CAT5E Cable (1,000 ft)	2131611E	Carol	6	14	\$649.00	\$3,894.00
19	Receptacle in archiver	5252AG	Hubbell	80	14	\$2.50	\$200.00
20	NUUO Hybrid appliance with open platform for IP cameras, Windows 7 64-bit operating system, Intel Quad Core 2.9GHz, 4GB RAM, 4bay, with (1) 4TB hard drive	NH-4500-PRO-4T	NUUO	30	14	\$2,174.00	\$65,220.00
21	NUUO Hybrid appliance with open platform for IP cameras, Windows 7 64-bit operating system, Intel Quad Core 3.1GHz, 4GB RAM, 6 bay, with (1) 4TB hard drive	NH-4500-ENT-4T	NUUO	30	14	\$2,685.87	\$80,576.10
22	NUUO Hybrid appliance with open platform for IP cameras, Windows 7 64-bit operating system, Intel 6-Core 2.0GHz, 8GB RAM, 6 bay, with (1) 4TB hard drive.	NH-4500-EXT-4T	NUUO	30	14	\$4,476.45	\$134,293.50
23	Genetec Security Center Ruggedized Recording Server with 4TB RAW Storage 110613-612-147836	110613-612-147836	BCDVideo	1	14	\$4,339.00	\$4,339.00
24	BCDVideo - RIGID INDUSTRIAL SERVER CORE I7 (2) 2.5" HARD DRIVE BAY, (8) POE PORTS	BCD-RGD-5770-7C	BCDVideo	1	14	(Included)	
25	BCDVideo - RIGID SERIES- 8GB RAM UPGRADE	BCD-RGD-8GB	BCDVideo	1	14	(Included)	
26	BCDVideo - RIGID SERIES - MICROSOFT WINDOWS 7 PRO 64 BIT OS	BCD-RGD-WIN7	BCDVideo	1	14	(Included)	

EXHIBIT A: Surveillance Cameras & Parts

Line	Description	Part Number	Manufacturer	Annual Estimated Quantities	Delivery in Days (ARO)	Unit Cost	Extended Cost
27	BCDVideo - RIGID SERIES MiniPCI-e DOM - 64GB BOOT DEVICE- BCD5570 & BCD5770	BCD-RGD-64GB-DOM	BCDVideo	1	14	(Included)	
28	BCDVideo - RIGID SERIES 2TB HARD DRIVE 2.5"	BCD-RGD-2000-HD	BCDVideo	2	14	(Included)	
29	BCDVideo - RIGID POWER SUPPLY (180W 12VDC power adapter, 90~264 VAC input, Core 180W 12VDC power adapter, 90~264 VAC input, Core)	BCD-RGD-PA-180W	BCDVideo	1	14	(Included)	
30	BCDVideo - CONFIGURE SERVER	BCD-CONFIG-SVR	BCDVideo	1	14	(Included)	
31	BCDVideo Bundle Subtotal		BCDVideo	1	14	(Included)	
<b>Pan Tilt Cameras</b>							
32	Axis T91A67 Pole Bracket	5017-671	Axis	1	14	\$79.94	\$79.94
33	Axis T91A61 Wall Bracket	5017-611	Axis	1	14	85.87	\$85.87
34	Axis Q6035-E (1080p) 1920x1080 Dome Camera <b>Discontinued. Replaced by Q6045MKII</b>	0444-004 <b>Replaced by 0692-004</b>	Axis	1	14	\$2,618.00	\$2,618.00
35	Quality System Spectra® IV IP Series Network Dome System H.264, DIGITAL PAN/TILT/ZOOM HIGH-SPEED DOME 1920x1080 Pixel res.2.1 MP	S5230-PG0	Pelco	40	14	\$2,523.50	\$100,940.00
36	Parapet Wall Mount for Spectra	PP350	Pelco	40	14	\$269.18	\$10,767.20
37	Pole Mount Adapter for Spectra Wall Mounts	PA402	Pelco	40	14	\$48.94	\$1,957.60
38	Wall Mount with integrated weatherproof transformer	IWM24-GY	Pelco	40	14	\$164.40	\$6,576.00
39	Quality System Spectra® IV IP Series Network Dome System H.264, DIGITAL PAN/TILT/ZOOM HIGH-SPEED DOME 720 x 480 SD Resolution, 23x Optical Zoom	SD4E23-PG-EO	Pelco	1	14	\$1,250.29	\$1,250.29
40	Flush Mount 20x optical and 12x digital zoom with total zoom ratio of 240x. 1/2.8-type Exmor CMOS sensor captures high-quality and low noise images. 4.7 to 94mm lens to cover a wider viewing area. 3 codecs (H.264, MPEG-4, JPEG) and dual-streaming capability. Optical Day/Night function switches the camera between day and night modes, depending on the light level. DynaView - Wide-D technology to handle various lighting conditions in a scene	SNC-EP580	Sony	1	14	\$2,114.00	\$2,114.00
<b>Fixed Cameras</b>							
41	Axis M3004-V Fixed Dome Indoor Wall / Ceiling Mount / 1.3MP	0516-001	Axis	1	14	\$156.73	\$156.73
42	Axis M3014 Fixed Dome Indoor Drop Ceiling Mount / 1.3MP	0285-001	Axis	1	14	\$272.94	\$272.94
43	Axis M3024-LVE Fixed Dome 1-megapixel and HDTV 720p video and offers built-in IR illumination	0535-001	Axis	1	14	\$433.53	\$433.53



EXHIBIT A: Surveillance Cameras & Parts

Line	Description	Part Number	Manufacturer	Annual Estimated Quantities	Delivery in Days (ARO)	Unit Cost	Extended Cost
44	Axis T94F01D Pendant Kit fits directly to a 1.5" threaded pipe. It also fits with 3/4" threaded pipes by using 2 nuts or an adapter	5503-881	Axis	1	14	\$31.47	\$31.47
45	Axis T94F01L Indoor Recessed Mount for drop ceiling installations	5503-901	Axis	1	14	\$71.76	\$71.76
46	Axis T94F02D Pendant Kit with Sunshield	5900-021	Axis	1	14	\$30.81	\$30.81
47	Axis M3026-VE 2-megapixel resolution in full HDTV 1080p fixed dome that provides detailed wide-angle views day and night. NON - IR camera	0547-001	Axis	1	14	\$505.88	\$505.88
48	Axis P1355-E 5 megapixel resolution, including HDTV 720p and 1080p video. With Enclosure	0529-001	Axis	1	14	\$17.63	\$17.63
49	Axis P3346-VE Fixed Dome 1080P, 3MP (Discontinued) <b>Replaced by P3365VE</b>	0371-001 <b>Replaced by 0587-001</b>	Axis	1	14	\$858.80	\$858.80
50	Axis 5800-21 Weather Shield Kit	5800-021	Axis	1	14	\$17.64	\$17.64
51	Axis T91A67 Pole Bracket	5017-671	Axis	1	14	\$79.94	\$79.94
52	Axis Pendant Kit	5502-321	Axis	1	14	\$39.70	\$39.70
53	Axis T91A61 Wall Bracket <b>Discontinued. Replaced by T91B61</b>	5017-611 <b>Replaced by 5504-621</b>	Axis	1	14	\$79.00	\$79.00
54	0.5-1.2MP IP66-Rated Domes with WDR, Low Light Performance, H.264 and Auto Focus - Outdoor Sarix IM-E Series Environmental Mini Domes with SureVision. Up to 3 Megapixel (MP) Resolution (1280 x 960) In-Ceiling Mount	IMP319-1ERI	Pelco	1	14	\$763.94	\$763.94
55	0.5-1.2MP IP66-Rated Domes with WDR, Low-Light Performance, H.264 and Auto Focus - Outdoor Sarix IM-E Series Environmental Mini Domes with SureVision. Up to 3 Megapixel (MP) Resolution (1280 x 960) Surface Mount	IMP319-1ERS	Pelco	1	14	\$763.94	\$763.94
56	0.5-1.2MP IP66-Rated Domes with WDR, Low-Light Performance, H.264 and Auto Focus - Outdoor Sarix IM-E Series Environmental Mini Domes with SureVision. Up to 3 Megapixel (MP) Resolution (1280 x 960) Pendant Mount	IMP319-1ERP	Pelco	10	14	\$763.94	\$7,639.40
57	Wall Mount for use with Environmental & Vandal Pendant	WMVE-SR	Pelco	10	14	\$34.41	\$344.10
58	Pole Adapter Mount for use with WMVE-SR	PA101	Pelco	10	14	\$42.05	\$420.50
59	Wall Mount for use with Environmental & Vandal Pendant	WMVE-SR	Pelco	1	14	\$34.41	\$34.41
60	Pole Adapter Mount for use with WMVE-SR	PA101	Pelco	1	14	\$42.05	\$42.05
61	1.4 MP 1329 x 1049 Camera Bullet Style 720P HD	SNC-CH180	Sony	1	14	\$1,111.00	\$1,111.00
62	0.5-1.2MP IP66-Rated Domes with WDR, Low-Light Performance, H.264 and Auto Focus - Sarix IM-E Series Environmental Mini Domes with SureVision 720P HD <b>Discontinued</b>	SNC-DH160 <b>Replaced by SNC-EM602RC</b>	Sony	1	14	\$668.24	\$668.24
63	Pendant Bracket	UNIMDB3	Sony	1	14	\$103.24	\$103.24

EXHIBIT A: Surveillance Cameras & Parts

Line	Description	Part Number	Manufacturer	Annual Estimated Quantities	Delivery in Days (ARO)	Unit Cost	Extended Cost
64	In-Ceiling Mount Kit	YTICB45	Sony	1	14	\$53.53	\$53.53
65	Network 720p HD 1.3 megapixel impact resistant mini dome camera. Ceiling mount installations, lens tilt range of 90 degrees. 1280 x 960 max resolution, POE	SNC-DH110T/W, White SNC-DH110T/B, Black	Sony	1	14	\$276.18	\$276.18
66	Vandal-resistant 720p HD Hybrid Mini Dome Camera, Simultaneous transmission of IP HD video and analog SD video. Maximum cable length of 1,000 feet (300 m) with an RG-59 coaxial cable. <b>END OF LIFE</b>	Pricing good until vendor Runs out of stock. Then Discontinued item. No equal available SNC-ZM551	Sony	1	14	\$696.22	\$696.22
67	Network 1080p HD 3.27 megapixel Bullet camera with IR Illuminator & built in heater. 1920 x 1440 max resolution, POE	SNC-CH260	Sony	1	14	\$951.17	\$951.17
68	Network 1080p HD 3.27 megapixel impact resistant minidome camera with IR Illuminator. lens tilt range of 90 degrees. 1920 x 1440 max resolution, POE	SNC-DH260	Sony	1	14	\$805.88	\$805.88

69	Genetic Licensing						
70	Camera Viewing Connection License, Version 5	GSC-OM-E-1C	Genetec	50	14	\$9,722.22	\$486,111.00
71	SS - Software Maintenance Agreements for Camera's	SMA 01-2354-0213	Genetec	50	14	\$4,643.33	\$232,166.50
72	Auxiliary archiver license, Version 5.2	GSC-OM-E-1AA	Genetec	1	14	(Included)	

Line	Description	Part Number	Manufacturer	Annual Estimated Quantities	Delivery in Days (ARO)	Unit Cost	Extended Cost
72	Camera Enclosures for Wireless Backhaul						
73	Heater/Blower D2-HB-MVP	D2-HB-MVP	Dotworkz Systems	10	14	\$482.00	\$4,820.00
74	Bracket Plate Accessory	BR-ACC1	Dotworkz Systems	30	14	\$32.94	\$988.20
75	Camera Bracket Plate	RP-AXBR	Dotworkz Systems	10	14	\$16.24	\$162.40
76	Lock Pole Mount Bracket	BR-MPM1	Dotworkz Systems	10	14	\$53.53	\$535.30
77	Axis Q7401 IP Encoders Signal Channel	0288-004	Axis	1	14	\$322.00	\$322.00
78	Axis Q7404 IP Encoders - Quad Channel	0291-004	Axis	1	14	\$725.82	\$725.82

Line	Description	Part Number	Manufacturer	Annual Estimated Quantities	Delivery in Days (ARO)	Unit Cost	Extended Cost
78	Back Haul Interconnection						
79	Access Point with AES Encryption	AP-4000-IN-PK	ORINOCO	40	14	\$531.00	\$21,240.00
80	Cables	PS3511	ORINOCO	80	14	\$33.20	\$2,656.00
81	Mars Antennas - 4.9-6.1 GHz Dual Pol/Dual Slant Subscriber Antenna	MA-WA56-DP23B	MARS	1	14	\$274.00	\$274.00
82	Mounting Kit Panel, MNT-22	MNT-22	Mars	1	14	\$33.77	\$33.77
83	Antenna, 4.9 Omni, 335900	T49080O10006	TerraWave	80	14	\$91.90	\$7,352.00
84	Connector SMA Style Mail right angle	RSA-3010B Male	RF Industries	80	14	\$3.70	\$296.00
85	Connector N Style Male	CON-07-100	TerraWave	80	14	\$6.29	\$503.20
86	Connector N Style Female bulkhead	CON-08-100	TerraWave	80	14	\$7.24	\$579.20
87	Connector N Style bulkhead (N F to N Front Mount)	RFN-1023	RF Industries	10	14	\$6.12	\$61.20

EXHIBIT A: Surveillance Cameras & Parts

Line	Description	Part Number	Manufacturer	Annual Estimated Quantities	Delivery in Days (ARO)	Unit Cost	Extended Cost
87	PCTel Antenna, 2.4 Omni	MFB24008	PCTEL	2	14	\$62.29	\$124.58
88	Laird 806-2500 MHz Quad Band Omni Antenna	FG16397	Laird	10	14	\$155.50	\$1,555.00
89	TerraWave 698-896/1700-2700 3/3.5 dbi Omni Antenna	M3030035010060-B	TerraWave	10	14	\$78.95	\$789.50
90	Filled Core Cable, Type Filled Core Cable, Shielded, No. of Pairs or Cond. 12 Pair, Gauge 22 AWG, Packaging Reel, Length 5000 Ft.	7528011	General Cable	1	14	\$4,995.00	\$4,995.00
91	Surface Mount Outlet Box 2-Port Versatop Shuttered	AT33D-52	Allen Tel	2	14	\$5.48	\$10.96
92	Surface Mount Outlet Box 6-Port Versatop Shuttered	AT33-6-09	Allen Tel	2	14	\$10.07	\$20.14
93	Cat 6 High Density Jack Module	AT66-05	Allen Tel	2	14	\$11.20	\$22.40
94	Dual radio 3x3 3-stream 802.11a/b/g/n/ac Access Point. Includes 6 Dual Band Omnidirectional Antennas - 2.4 GHz (4 dBi) and 5 GHz (6 dBi). Can be mounted horizontally (below the ceiling) and vertically (on a wall). Includes mounting bracket and screws. Additional Mounting brackets optional.	AP832E	Meru Networks	40	14	\$1,022.00	\$40,880.00
95	Wireless Controller FOR U.S. ONLY with ZERO AP licenses. Requires AP licenses to operate (part number starting with MCx000-SD). Platform can be upgraded to support up to 500 APs. Includes System Director software (5.0 or higher) with Air Traffic Control.	MC4200-US	Meru Networks	1	14	\$12,622.00	\$12,622.00
96	Services Appliance: (must be purchased with at least 1 Service license of E(z)RF Network Manager). Add -xx country code suffix for power cord: US (United States), JP (Japan), UK (United Kingdom), EU (Europe).	SA2000	Meru Networks	1	14	\$5,228.90	\$5,228.90
97	MC1550 50 AP Software Upgrade License	MC15X0-SD-50AP	Meru Networks	1	14	\$5,119.60	\$5,119.60
98	E(z)RF Network Manager	EZRF-NM-50-A	Meru Networks	1	14	\$788.24	\$788.24
99	Service Contract, 7x24x365 TAC, L1, L2 & L3 Support. Includes SW upgrades, patches, Advanced HW Replacement for Controllers and APs. Duration 1 year.	S1-MC4200	Meru Networks	1	14	\$4,469.47	\$4,469.47
100	7x24x365 TAC, L1, L2 & L3 Support. SW upgrades, maintenance and patches. Duration 1 year.	S1-EZRF-NM-50-A	Meru Networks	1	14	\$167.65	\$167.65
101	Outdoor, ruggedized Dual radio - 3x3 3-stream 2.4 GHz 802.11 b/g/n and 5 GHz a/n/ac 3-stream Access Point. Requires Antennas to be ordered separately. Outdoor, ruggedized Dual radio - 3x3 3-stream 2.4 GHz 802.11 b/g/n and 5 GHz a/n/ac 3-stream Access Point. Requires Antennas to be ordered separately. Includes typical wall and pole	OAP832e	Meru Networks	40	14	\$1,416.90	\$56,676.00
102	Meraki MR72 Cloud Managed Access Point	MR72-HW	Meraki	40	14	\$1,128.24	\$45,129.60
103	Meraki Enterprise Cloud Controller License, 3 Years	LIC-ENT-3YR	Meraki	40	14	\$211.76	\$8,470.40
104	Meraki Dual-band Omni Antennas	MA-ANT-20	Meraki	80	14	\$140.00	\$11,200.00



City of Long Beach

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Department of Financial Management  
Division of Procurement  
333 W Ocean Blvd. 7<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.6200  
purchasingbids@longbeach.gov

July 30, 2015

NOTICE TO BIDDERS

ADDENDUM NO. 1

ITB TI 15-108 Surveillance Cameras & Parts

The following changes and/or additions shall be made to the original ITB TI 15-108 Surveillance Cameras & Parts.

Please acknowledge receipt of this addendum by signing and returning with your bid. **Any bidder who fails to submit this addendum may be disqualified.**

Changes or new information are in RED.

**5. AWARD**

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

In case of error in extension of unit prices, the unit price shall govern. In the case of a discrepancy between hard copy unit prices and an electronic media copy of unit prices, the hard copy shall govern.

**BID SECTION**

REPLACE PAGE 21 WITH THE REVISED PAGE 21 (ATTACHED)

**THE QUESTIONS AND ANSWERS ARE AS FOLLOWS:**

1. Question: I'm an out of state vendor and have a couple of questions regarding this bid.
- Is it acceptable for out of state vendors to submit a valid CA State Board of Equalization Certificate of Registration for Use Tax in lieu of the Secretary of State Certification Print-Out for Attachment F?
  - If the answer to the above question is "no", then do out of state vendors need to be registered as a "Foreign Entity" with the State of CA to satisfy the requirements of Attachment F?
  - What sales tax rate should out of state vendors charge (e.g., would the 7.5% CA Sales Tax rate apply)?

**Answer:**

- Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution.
- Please refer to the revised page 21 regarding sales tax.

Prepared By: Sokunthea Kol  
Buyer

Date: July 30, 2015

Acknowledged By: Manoj D. Kulkarni

Date: 7/30/15

Firm of: METROVIDED Systems, INC.



**COLB FORM SBE-2P: SBE/VSBE/LSBE COMMITMENT PLAN**

**SECTION 1**

<b>Project Name:</b>	TI-15-108 SURVEILLANCE CAMERAS + PARTS	<b>Date:</b>	7/24/15
<b>Prime Vendor:</b>	METRO VIDEO SYSTEMS, INC.	<b>Prime Contract \$ Amount:</b>	1,425,767.41

<b>Estimated \$ Value of Prime's Participation:</b>	1,425,767.41	<b>Estimated % of Prime's Participation:</b>	100%
<b>Estimated \$ Value of SBE Participation:</b>	1,425,767.41	<b>Estimated SBE % of Prime Contract \$ Amount:</b>	100%
<b>Estimated \$ Value of VSBE Participation:</b>		<b>Estimated VSBE % of Prime Contract \$ Amount:</b>	
<b>Estimated \$ Value of LSBE Participation:</b>		<b>Estimated LSBE % of Prime Contract \$ Amount:</b>	

**SECTION 2 (please refer to instructions on page 2)**

Business Name, City, State, Contact Person, Phone #	Indicate "SBE", "VSBE" or "LSBE"	Indicate if 1st Tier Sub, Lower Tier Sub, Vendor or Supplier	Contract With	Brief Description of Work	\$ Value of Subcontract, Materials or Services	% of Total Prime Contract Value
Ex #1: ABC Land Surveyors Long Beach, CA Mr. Joe Smith, (562) 555-1212	LSBE	1st tier sub	XYZ Prime Consultant	Land surveying	\$100,000	20%
Ex #2: Tom's Survey Supplies Long Beach, CA Mr. Tom Jones, (562) 555-1313	VSBE	Supplier	ABC Land Surveyors	Surveying supplies	\$5,000	1%
Ex #3: Banana Blueprints Irvine, CA Mrs. Diane Tomas, (562) 555-1313	SBE	Supplier	XYZ Prime Consultant	Blueprint Supplies	\$10,000	2%

MURRAY D. BASS  
Completed by: Prime Consultant Contact (please print or type)

310-690-9250  
Phone #

Murray D Bass  
Signature

7/24/15 MURRAY@METROVIDEOSYSTEMS.COM  
Date Email

**ATTACHMENT A**

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

## Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 18 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

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

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

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

METRO VIDEO SYSTEMS, INC.  
Business/Contractor/Agency

MURRAY D. BASS  
Name of Authorized Representative

Controller  
Title of Authorized Representative

Murray D Bass  
Signature of Authorized Representative

7/24/15  
Date

r21411



### **Acceptance of Certification**

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

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

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

***If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Relations Bureau at 562-57-6200***

**ATTACHMENT B**  
**REFERENCE LIST**



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

Reference Information Form

Client/Contractor Name Los Angeles World Airports LAX  
 Project Manager/Contact Name CONNIE KAN E-mail SKAN@LAWA.ORG Ph. No. 424-646-8059  
 Address 7151 WORLDWAY WEST LOS ANGELES, CA 90045  
 Project Description COMMUNICATIONS Supply Contract  
 Project Dates (Start and End) 1/2013 - 1/2016 Contract Term(s) 2% 25 NET 30 Contract Amount \$200,000  
JUST BID NEW CONTRACT 1/2016 - 1/2018 WE WERE LOW BIDDER CONTRACT NOT YET SIGNED

Client/Contractor Name UCLA  
 Project Manager/Contact Name JOU TRAN E-mail JTRAN@HA.UCLA.EDU Ph. No. 310-825-6116  
 Address 330 PENNUE DR (COVEL COMMAND) LOS ANGELES, CA 90024  
 Project Description SELL GEOSTEC - AXIS - VERACITY + NUT  
 Project Dates (Start and End) 2015-2016 Contract Term(s) NET 30 Contract Amount OPEN

Client/Contractor Name CITY OF IRVINE  
 Project Manager/Contact Name DAVID FLANAGAN E-mail dFLANAGAN@CI.IRVINE.CA.US Ph. No. 949-697-4467  
 Address 6427 OAK CANYON BLVD #3 IRVINE CA 92618  
 Project Description BLANKET ORDER FOR CCTV PRODUCTS  
 Project Dates (Start and End) 2015-2016 Contract Term(s) YEARLY Contract Amount \$10,000

Client/Contractor Name CITY OF FRESNO  
 Project Manager/Contact Name MIKE BROWN E-mail MIKE.BROWN@FRESNO.GOV Ph. No. \_\_\_\_\_  
 Address 2323 MARIPOSA ST. FRESNO, CA 93721  
 Project Description PELCO ENDURA POLICE CITY SURVEILLANCE PARTS  
 Project Dates (Start and End) 2015-2016 Contract Term(s) NET 30 Contract Amount OPEN

Client/Contractor Name LOS ANGELES DEPARTMENT OF WATER & POWER  
 Project Manager/Contact Name ROBERT CASTELLANOS E-mail ROBERT.CASTELLANOS@LADWP.COM Ph. No. 213-367-7664  
 Address 1630 MAIN ST LOS ANGELES, CA 90013  
 Project Description SECURITY PARTS CONTRACT PELCO, VERIENT, ETC  
 Project Dates (Start and End) 7/2009 - 6/2012 Contract Term(s) NET 30 Contract Amount 3,100,000

**ATTACHMENT C**

**W-9 Request for Taxpayer  
Identification Number and Certification**

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

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Metro Video Systems, Inc.</b>		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) <b>1220 East Imperial Avenue</b>	Requester's name and address (optional)	
	City, state, and ZIP code <b>El Segundo, CA 90245</b>		
List account number(s) here (optional)			

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Murray Q. Black</i>	Date ▶ <i>7/24/15</i>
------------------	---	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and  
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**ATTACHMENT D**

**EQUAL BENEFITS ORDINANCE (EBO) FORM**

## EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

### Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO,

the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: MURRAY D. BASS Title: Contractor

Signature: Murray D Bass Date: 7/24/15

Business Entity Name: METRO VIDEO SYSTEMS, INC.



**CERTIFICATION OF COMPLIANCE WITH THE  
EQUAL BENEFITS ORDINANCE**

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: METRO VIDEO SYSTEMS, INC. Federal Tax ID No. [REDACTED]  
Address: 1220 E. IMPERIAL AVE  
City: EL SEGUINDO State: CA ZIP: 90245  
Contact Person: MURRAY BASS Telephone: 310-640-9250  
Email: MURRAY@METROVIDEOSYSTEMS.COM Fax: 310-640-9347

**Section 2. COMPLIANCE QUESTIONS**

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.  Yes  No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  Yes  No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
 Yes  No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
 Yes  No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?  Yes  No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

**Section 3. PROVISIONAL COMPLIANCE**

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:  
  
\_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or  
  
\_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

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

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

\_\_\_\_ Yes \_\_\_\_ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 24 day of JULY, 2015, at EL SEIS VENDO CA

Name MURRAY D. BASS Signature Murray D Bass

Title Controller Federal Tax ID No. 

**ATTACHMENT E**  
**INSURANCE REQUIREMENT**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Grosslight Insurance, Inc. License # 0247283 1333 Westwood Blvd. Los Angeles, CA 90024 Gil Grosslight
CONTACT NAME: Gil Grosslight
PHONE (A/C, No, Ext): 310-473-9611 FAX (A/C, No): 310-312-4993
INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058
INSURER B: Employers Comp Ins Co NAIC # 11512

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

PROOF OF INSURANCE
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: Robert F. Grosslight

## INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability from an insurance company with an: 8 rating {as specified in City AR 8-27} from AM Best Company with bid. Failure to submit this proof will disqualify the bid.

- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
  - Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of V (Capital Surplus and Conditional Surplus Funds of greater than \$10 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
  - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
  - Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
  - Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
  - Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention must be approved in writing by City and protect City in same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
  - Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus

and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or

- Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
- Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: MURRAY R. BASS Title: Contractor  
Signature: Murray R Bass Date: 7/24/15


[Secretary of State Main Website](#)
[Business Programs](#)
[Notary & Authentications](#)
[Elections](#)
[Campaign & Lobbying](#)

## Business Entities (BE)

### Online Services

- [E-File Statements of Information for Corporations](#)
- [Business Search](#)
- [Processing Times](#)
- [Disclosure Search](#)

### Main Page

### Service Options

### Name Availability

### Forms, Samples & Fees

### Statements of Information

(annual/biennial reports)

### Filing Tips

### Information Requests

(certificates, copies & status reports)

### Service of Process

### FAQs

### Contact Information

### Resources

- [Business Resources](#)
- [Tax Information](#)
- [Starting A Business](#)

### Customer Alerts

- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

## Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, July 21, 2015. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	METRO VIDEO SYSTEMS INC.
Entity Number:	C0573410
Date Filed:	06/24/1969
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	1220 E IMPERIAL AVE
Entity City, State, Zip:	EL SEGUNDO CA 90245
Agent for Service of Process:	TIMOTHY C WEIR
Agent Address:	1220 E IMPERIAL AVE
Agent City, State, Zip:	EL SEGUNDO CA 90245

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

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

[Modify Search](#)
[New Search](#)
[Printer Friendly](#)
[Back to Search Results](#)
[Privacy Statement](#) | [Free Document Readers](#)

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# ATTACHMENT F

## SECRETARY OF STATE CERTIFICATION PRINTOUT

<http://kepler.sos.ca.gov/>

http://kepler.sos.ca.gov/

File Edit View Favorites Tools Help

Suggested Sites SBA Size Table SAM simpler-financials (TEST) New Planetbids Login User Bid Info Council EZ FAMIS OD

California Secretary of State Alex Padilla

Secretary of State Main Website Business Programs Notary & Authentications Elections Campaign & Lobbying State Archives Registries

### Business Search

This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the **Search** button.
- For help with searching an entity name or number, refer to [Search Tips](#).

Search Type:  
 Corporation Name  Limited Liability Company/Limited Partnership Name  Entity Number

Entity Name:

**METRU VIDEO SYSTEMS, INC.**

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).

[Privacy Statement](#) | [Free Document Readers](#)  
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Please include a printout from this website with your bid.  
*Individual and Sole Proprietor businesses are exempt.*



**ATTACHMENT G**

**SBE – EXEMPT**

**There will be a combined SBE/VSBE/LSBE goal of 0% on this contract.**



# CITY OF LONG BEACH

## Department of Financial Management Business Relations Bureau

333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 499-1014 sbe@longbeach.gov

### Certified Small Business Enterprise

**Vendor Account Number: 189000**

Murray Bass  
Metro Video Systems, Inc  
1220 E. Imperial Avenue  
EL Segundo, CA 90245

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

*City of Long Beach*

City of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

**NAICS code(s) for which SBE status is recognized: 561621**  
**SBE Certificate Effective Date: 10/21/13**  
**SBE Certificate Expiration Date: 10/21/16**

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

**SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.**

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into City of Long Beach Vendor Portal, click on Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,  
Erik Sund  
Business Relations Bureau Manager

333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802; (562) 570-6200 Fax (562) 499-1014



Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net



# Metro CALIFORNIA UNIFIED CERTIFICATION PROGRAM

**CUCP #12591**  
**Metro File # 1393**

December 3, 2014

Robert Weir  
**Metro Video Systems, Inc.**  
1220 E. Imperial Ave.  
El Segundo, CA 90245

**RE: Disadvantaged Business Enterprise Certification**

Dear Mr. Weir:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

NAICS (2007)	Description
517919	All Other Telecommunications
334220	Radio & Television Broadcasting & Wireless Communications Equipment Manufacturing - Broker

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP's website at [www.californiaucp.org](http://www.californiaucp.org). Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continued DBE status, you are required to submit an annual No Change Declaration Form (which will be sent to you) along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at [www.metro.net](http://www.metro.net).

Sincerely,

Tina Giles-Potter  
Certification Consultant – SBEUS

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County of Los Angeles  
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue  
Los Angeles, California 90063

JIM JONES  
Director

*"To enrich lives through effective and caring service"*

Telephone: (877)669-CBES  
FAX: (323) 415-8521

December 23, 2014

CBE Program ID #: 85014  
Status: DBE

Mr. Robert L. Weir, President  
Metro Video Systems, Inc.  
1220 E. Imperial Avenue  
El Segundo, CA 90245

Dear Mr. Weir:

Congratulations! Your firm has been accepted for participation in the County of Los Angeles Community Business Enterprise (CBE) Program as a Disadvantaged Business Enterprise (DBE).

Although the County does not certify DBEs, as a DBE participant the CBE program recognizes your business for participation in certain federal programs. You will also be included in the County's database of Minority, and/or Women, Disadvantaged, and Disabled Veteran Business Enterprises. This will ensure you are notified of opportunities for participation in these federal programs.

Your participation is valid thru December 23, 2016. If there are any changes in ownership and control of your firm during this participation period, please notify this office immediately. In addition, you must submit proof of recertification by authorized governmental certifying agency prior to expiration date to maintain your participation status.

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

Again, congratulations on your DBE participation in the County's CBE program. If you have any questions, please call (877) 669-CBES (2237) and refer to the identification number above.

Sincerely,

JIM JONES  
Director

Debbie Cabreira-Johnson  
Program Director

JJ:DCJ/ct

c: Cynthia Tucker, CBE/LSBE Certification Specialist



JIM JONES  
Director

County of Los Angeles  
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue  
Los Angeles, California 90063

Telephone: (877) 669-CBES  
FAX: (323) 415-8521

*"To enrich lives through effective and caring service"*

June 5, 2014

CBE Program ID #: 85014  
Status: MBE

Mr. Robert L. Weir, President  
Metro Video Systems, Inc.  
1220 E. Imperial Avenue  
El Segundo, CA 90245

Dear Mr. Weir:

Congratulations! Your firm has been recertified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program. This recertification is valid until June 14, 2016.

The County of Los Angeles Office of Small Business reserves the right to request additional information and/or conduct an on-site visit at any time to verify any documentation submitted by the applicant. If there are any changes during this recertification period, you are required to notify this office immediately.

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

Again, congratulations on your recertification. If you have questions, please call (877) 669-CBES or email us at [cbesbe@isd.lacounty.gov](mailto:cbesbe@isd.lacounty.gov) and refer to the identification number above.

Sincerely,

JIM JONES  
Director

Debbie Cabreira-Johnson  
Program Director

JJ:DCJ/ct

c: Cynthia Tucker, CBE/LSBE Certification Specialist