

BID NUMBER ITB TS-14-025

**TO: CITY OF LONG BEACH
CITY CLERK (MK)
333 WEST OCEAN BLVD, PLAZA LEVEL
LONG BEACH, CA 90802**



**INVITATION TO BID
SURVEILLANCE CAMERAS & PARTS**

CONTRACT NO. 33355

- 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: Brick NJ ON THE 13th DAY OF December, 20 13

COMPANY NAME: Halifax Security Inc DBA North American Video TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 301 Drum Point Rd CITY: Brick STATE: NJ ZIP: 08723

PHONE: 732-477-0686 FAX: 732-477-0329

SI [Signature] (SIGNATURE) Bid officer (TITLE)

Suzanne Thomas (PRINT NAME) SuzanneT@Navcctv.com (EMAIL ADDRESS)

SI [Signature] (SIGNATURE) LJ Jackson (TITLE)

Lawrie Jackson (PRINT NAME) LJackson@Navcctv.com (EMAIL ADDRESS)

**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

2/13/14
Date

APPROVED AS TO FORM 24, 20 14.
CHARLES PARKIN
CITY ATTORNEY
[Signature]
Deputy

BID NUMBER ITB TS-14-025

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 DE
- 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: _____

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 562-570-6020.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

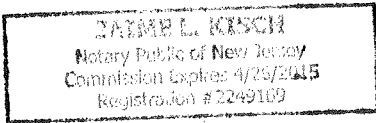
State of NJ

County of Ocean

On 12/13/2013 Before me, Jaime Kisch, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Suzanne Thomas
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]
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

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S) TITLE(S)
 - LIMITED
 - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: Bid officer

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):
Halifax Security Inc DBA
North American Video

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 initiated 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.

INSTRUCTIONS TO BIDDERS

(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.)

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/Appendix 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) 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.

CONTRACT – GENERAL CONDITIONS

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 562-570-7079 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. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

- A. 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 the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. 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.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

CONTRACT - GENERAL CONDITIONS

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. 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
- b. 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.

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.

D. INDEMNITY

- (1) Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties") from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (a) Contractor's breach or failure to comply with any of its obligations contained in this contract, or (b) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this contract (collectively "Claims" or individually "Claim").
- (2) 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.
- (3) If a court 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 (a) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (b) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- (4) The provisions of this Section shall survive the expiration or termination of this contract.

- E. 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.

**ITB TS-14-025
SURVEILLANCE CAMERAS AND PARTS**

City of Long Beach (City) is seeking bids for furnishing and delivering of surveillance cameras and parts and accessories on an as-needed basis.

The City currently uses Genetic Omnicast Pro version 5.2 to manage and maintain nearly 200 existing cameras and associated system equipment. All cameras proposed must be compatible with Genetic version 5.2 or above.

BID TIMELINE

Bid release date:	November 21, 2013
Approved equals due to City:	December 3, 2013 by 11:00 AM PST
Response from City to bidder:	December 9, 2013 by 11:00 AM PST
Bid due date:	December 16, 2013 by 11:00 AM PST

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov attention Michelle King.

BID SUBMISSION INSTRUCTIONS

Bidders are recommended to visit the City's website at www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

Additional Document Submittals: Bidders that do not include the below check listed items with their bids will be deemed unresponsive and their bids will be rejected.

- Reference List
- W-9 Form
- EBO Form

Vendors shall submit one (1) original of the bid marked "ORIGINAL", one copy marked "COPY", and one digital copy on flashdrive or disk. All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach
C/O City Clerk
Attn: Michelle King
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

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

ITB TS 14-025 SURVEILLANCE CAMERAS AND PARTS

Bids must be received by 11:00 AM PST, December 16, 2013. 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.

ADDENDUM

Bidders shall check the purchasing web page at www.longbeach.gov/purchasing or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include addenda incorporated into this bid.

ITB TS-14-025
SURVEILLANCE CAMERAS AND PARTS

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.

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.

BRAND NAMES

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 approved equal."

The contractor 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, 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 is the equal thereof in every respect.

APPROVED EQUALS

Items listed in "Bid Section" are to be by listed manufacturer/brand name or "Approved Equal".

"Approved Equal" means material or equipment which is "equal" in form, function, performance, reliability, quality, and features as the brand name or product from a particular supplier. The City shall make the determination in advance, in its sole opinion and discretion, whether or not material or equipment offered as an equal is approved. The determination by the City shall be final.

The bidder submitting an "Approved Equal" product as an alternate is required to submit documentation and samples for determination on or before **December 3, 2013 at 11:00 AM PST** to the Purchasing Division, 333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802 Attn: Michelle King or email to purchasingbids@longbeach.gov. Documentation and samples received after this date will not be accepted or considered in the evaluation. The determination period will be completed and the bidder will be notified by the City if the "Approved Equal" is accepted by **December 9, 2013 by 11:00 AM PST**. The sample must be clearly marked with Company Name, Address, Phone and Email information and Bid# **ITB TS-14-025 SURVEILLANCE CAMERAS AND PARTS "APPROVED EQUAL" DOCUMENTATION**. The bidder will furnish a method for the City to return said sample to the bidder at no expense to the City. The bidder is required to submit all data supporting its claim that material or equipment is an "equal". Bidders that do not comply will have their bids rejected as unresponsive.

Alternate products quoted without documentation or samples will have their bids rejected as unresponsive.

Bidders acknowledge and agree that use of an "Approved Equal" creates a risk that the material or equipment may not actually meet the functional and performance requirements when used under field

ITB TS-14-025
SURVEILLANCE CAMERAS AND PARTS

conditions. Bidders further acknowledge and agree that the City's approval of an equal product does not relieve the vendor from its duty to meet the functional and performance requirements in the Specifications so that the vendor may ultimately be required to replace the "equal" product with the material or equipment that was originally specified by brand name or by the name of a particular supplier, at no additional cost to the City, if the City makes a request for replacement. By submitting a bid, bidders accept these risks and the liability associated with these risks, and waives all claims against the City for costs related to supplying replacements.

Whenever material or equipment is specified using a brand name or the name of a particular supplier, the Specifications are intended to establish the type, function and quality required. Although not stated in every instance where a brand name or the name of a particular supplier is given, the use of a brand name or the name of a particular supplier will also mean and include "or approved equal." The phrase "or approved equal" means that the City, will make the determination, in his sole opinion and discretion, whether or not material or equipment offered as an "equal" is the same in form, function, performance, reliability, quality, and features as the brand name or product from a particular supplier.

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.

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 Relations Bureau Manager must receive the protest by the close of the business on the fifth (5th) 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 Relations 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 Relations 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 Relations Bureau Manager by the close of the business on the third (3rd) business day.

ITB TS-14-025
SURVEILLANCE CAMERAS AND PARTS

The Business Relations 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 Relations 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.

DELIVERY REQUIREMENT

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

Delivery, in days, after receipt of order: 5-7 (calendar days) *unless back ordered by manufacturer.*

PRICE AGREEMENT CONDITIONS

Prices shall be in accordance with those extended to other governmental agencies. Prices quoted shall exclude State and City sales tax, and Federal excise tax.

METHOD OF BILLING

The Contractor shall submit an original invoice to the City of Long Beach Accounts Payable and one (1) copy to TSD. Said invoice shall include all required certifications and reports as specified herein. Billing invoice shall include Purchase Order Number and department. The City will not make a payment until it has received and approved such invoice. The Contractor shall mail original invoices to:

City of Long Beach, Accounts Payable
333 West Ocean Blvd., 6th Floor
Long Beach, CA 90802

**ITB TS-14-025
SURVEILLANCE CAMERAS AND PARTS**

BID SECTION

Local Archivers for group				
Item/Description	Part Number	Manufacturer	Quantity	Unit Cost
Enclosure	NB181608-50F	L-Corn	1	\$
Mounting Kit	HGX-PMT13	L-Corn	1	\$
Enclosure	NB141207	L-Corn	1	\$
Power Supply RS-100-12	709-RS100-12	Mean Well	1	\$
Power Supply W/102W	PICO-PSU-150XT	Unknown	1	\$
Mother Board	BOXD270MUD	Intel	1	\$
Memory	CT2KIT12864BC1339	Crucial	2	\$
Hard Drive 2TB 3.5 inch	WD30EZRX 3TB	Western Digital	2	\$
Battery lead acid - sealed	PS1250	Power Sonic	1	\$
Transformer	P-8663	Stancor	1	\$
Ethernet switch unmanaged	EB-5ES-PSE-1	Sixnet	1	\$
48V power supply for POE	LPF90-48	Mean Well	1	\$
CAT5E 1000 foot reel	2131611E	Carol	1	\$
Pan Tilt Cameras				
Item/Description	Part Number	Manufacturer	Quantity	Unit Cost
Axis Adapter Pole	T91A67 5017-671	Axis	1	\$ 72-
Axis T91A61	T91A61 5017-611	Axis	1	\$ 72-
Axis Q6035-E (1080P) 1920x1080 Pixel res.	0444-004	Axis	1	\$ 2190-
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 (30X Lens), S5220-PG0 (20X Lens)	Pelco	1	\$ 2440- 2200-
MOUNT PARAPET	PP350	Pelco	1	\$ 261-
POLE MOUNT	PA402	Pelco	1	\$ 48-
WALL MOUNT	IWM-GY	Pelco	1	\$ 58-
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 (SD, 23X Lens)	Pelco	1	\$ 1212-
Fixed Cameras				
Item/Description	Part Number	Manufacturer	Quantity	Unit Cost
Mini Dome Indoor Wall / Ceiling Mount / 1.3MP	M3004-V 0516-001	Axis	1	\$ 201-
Mini Dome Indoor Drop Ceiling Mount / 1.3MP	M3011 0284-001	Axis	1	\$ 252-
Fixed Camera W/Enclosure 1080P	P1355-E 0529-001	Axis	1	\$ 829-
Fixed Dome 1080P, 3MP	P3346-VE 0371-001	Axis	1	\$ 835- 00
Axis P3346-E Weather Shield Dome.	5800-021	Axis	1	\$ 15-
Axis Adapter Pole - T91A67	5017-671	Axis	1	\$ 72-
Axis Pendant Kit	5502-321	Axis	1	\$ 36-
Axis T91A61	5017-611	Axis	1	\$ 72-
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 1.2 Megapixel (MP) Resolution (1280 x 960)	IM10LW10-1E, IME119-11 in-ceiling 1MPX white, IME119-1S Surface Mt. 1MPX white, IME119-1P Pendant 1MPX white	Pelco	1	\$ 667-
Sarix® IMP Series 2MP, Environmental Mini Domes with IR	MP219-1ERP (Pendant) IMP219-1ERS (Surface) IMP219-1ERI (in surface)	Pelco	1	\$ 829- 820- 820-

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SURVEILLANCE CAMERAS AND PARTS**

Wall Mount for use with Environmental & Vandal Pendant.	WMVE-SR	Pelco	1	\$ 34-
Pole Adapter Mount for use with WMVE-SR	PA101	Pelco	1	\$ 47-
STD DEF/MEGAPIXEL, H.264, DAY/NIGHT IP DOMES	SNC-DH160	Sony	1	\$ 603-
Wall/Pendant Adapter Bracket	UNIMDB3	Sony	1	\$ 86-
In-Ceiling Mount Kit	YTICB45	Sony	1	\$ 46-
Network 720p HD 1.3 megapixel impact resistant minidome 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	\$ 262- 262-
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	SNC-ZM551	Sony	1	\$ 567-
Genetec Licensing				
Item/Description	Part Number	Manufacturer	Quantity	Unit Cost
Camera Viewing Connection License, Version 5	GSC-OM-E-1C	Genetec	1	\$ 193-
Auxiliary archiver license, Version 5.2	GSC-OM-E-1AA	Genetec	1	\$ 18.50
Camera Enclosures for Wireless Backhaul				
Item/Description	Part Number	Manufacturer	Quantity	Unit Cost
HEATER/BLOWER D2-HB-MVP	D2-HB-MVP	Dotworkz Industries	1	\$
PLATE ACCESSORY	BR-ACC1	Dotworkz Industries	1	\$
CAMERA PLATE	RP-AXBR	Dotworkz Industries	1	\$
POLE MOUNT ADAPTER	BR-MPM1	Dotworkz Industries	1	\$
IP Encoders	Q7401	Axis	1	\$
Back Haul Interconnection				
Item/Description	Part Number	Manufacturer	Quantity	Unit Cost
Access Point with AES encryption	AP4000-IN-PK	ORINOCO	1	\$
Cables	PS3511	ORINOCO	1	\$
Antenna, 4.9Ghz, Panel Style	MA-WA9-1X MNT	MARS	1	\$
Mounting Kit Panel, MNT-22	MNT-22	Mars	1	\$
Antenna, 4.9 Omni, 335900	T49080010006	TerraWave	1	\$
Connector SMA Style Male right angle	RSA-3010B Male	RFI	1	\$
Connector N Style Male	CON-07-100	TerraWave	1	\$
Connector N Style Female bulkhead	CON-08-100	TerraWave	1	\$
Connector N Style bulkhead (N F to N Front Mount)	RFN-1023	RF Industries	1	\$
Antenna, 2.4 Omni	MFB24008	PCTEL	1	\$
Laird 806-2500 Mhz Quad Band Omni	FG16397	Laird	1	\$
TerraWave 698-896/1700-2700 3/3.5 dbi Omni	M303003501006O-B	TerraWave	1	\$
Antenna, 2.4 Omni	MFB24008	PCTEL	1	\$
Public WiFi				
Item/Description	Part Number	Manufacturer	Quantity	Unit Cost
Antenna, 4.9Ghz, Panel Style, Dual Polarized 90°	MA-WD56-DB16B	MARS	1	\$
Connector SMA Style Male right angle	RSA-3010B Male	RFI	1	\$
SMA Rev Pol Connector	RP3000-C	RF Connectors	1	\$
SMA Connector	RSA-3000-C	RF Connectors	1	\$
2.3-2.7 GHz Variable Gain Ceiling Mount Antenna	MPA 2300	Amphenol Antenna Solutions	1	\$
Antenna, 2.4 Omni	MFB24008	PCTEL	1	\$

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SURVEILLANCE CAMERAS AND PARTS**

Antenna, 2.4 Panel	MA-WA24-2X-MNTB	MARS	1	\$
LMR 195 Coax	LMR-195	Times Microwave	1	\$
LMR 400 Coax	LMR-400	Times Microwave	1	\$
Wilson 700-2700 Wide Band Directional Antenna	304411	Wilson Electronics	1	\$
Non-Penetrating Roof Sled	MT-416	MTS Wireless	1	\$
Universal Rooftop Tripod Mount w/96" x 2-3/8" OD Pipe	TP-G238-96	MTS Wireless	1	\$
1/2" x 18" x 48" Rubber Mat (Single Unit)	MT-F1637	MTS Wireless	1	\$
12" x 10" x 6" Vented Enclosure with Solid Door and Latch Locks, Six Holes	V12106-L-O-6-V	TerraWave	1	\$
2" Pole Mount Kit for 10" Wide TerraWave	PMK-210	TerraWave	1	\$
Receptacle and Cover Assembly Kit -i67 waterproof	17-10000	CONEC	1	\$
Connectors RJ45 PLUG KIT-i67 waterproof	17-10001	CONEC	1	\$
Sales Tax (9%)				\$
Shipping (no tax)				\$
Total				\$
Notes:				

† Camera Licensing pricing needed for current Version of Genetec Version 5.2

‡ Local backhaul of streaming video does not include cost to connect to City network.

**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) Halifax Security Inc	
Business name, if different from above DBA North American Video	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 301 Drum Point Rd	Requester's name and address (optional)
City, state, and ZIP code Brick, NJ 08723	
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 Line 1 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
OR
Employer identification number

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

Part II Certification

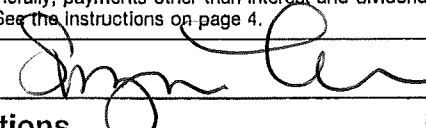
Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 4.

Sign Here

Signature of U.S. person ▶



Date ▶

12/12/13

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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, 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: [REDACTED]

2. I am engaged in the business of selling the following type of tangible personal property:

SALE OF VIDEO SECURITY AND SURVEILLANCE PRODUCTS AND ACCESSORIES

3. This certificate is for the purchase from SONY of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

VIDEO SECURITY AND SURVEILLANCE EQUIPMENT AND ACCESSORIES

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

Halifax Security, Inc DBA North American Video
NAME OF PURCHASER

[Signature]
SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

Michael J. Buchter
PRINTED NAME OF PERSON SIGNING

Controller
TITLE

301 Drum Point Rd Bldg 001 08713
ADDRESS OF PURCHASER

(732) 477-0686
TELEPHONE NUMBER

4/6/05
DATE

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Halifax Security Inc DBA North American Video Federal Tax ID No. [REDACTED]
Address: 301 Drum Point Rd
City: Brick State: NJ ZIP: 08723
Contact Person: Suzanne Thomas Telephone: 732-477-0686
Email: SuzanneT@Navcctv.com Fax: 732-477-0329

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 12th day of December, 2013, at 301 Drum Point rd. Brick, NJ 08723

Name Suzanne Thomas

Signature 

Title Bid officer

Federal Tax ID No. 



City of Long Beach

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

December 12, 2013

NOTICE TO PROPOSERS

ADDENDUM NO. 1

**RFP TS 14-025
SURVEILLANCE CAMERA**

To All Potential Contractors:

Listed below are the questions and answers for the above stated Request for Proposals.

QUESTION: ORiNOCO does not show a valid part number AP4000-IN-PK or PS3511. Can you provide the correct part numbers?

ANSWER: The correct part numbers are AP4000 = 8670M-PS-US
PS3511 = Proxim 1086-PGTL

QUESTION: The heading Genetec Licensing lists proprietary materials only available to Genetec certified partners which would make this bidding process unfair as most responding companies cannot fulfill that portion. Can those items be removed from the RFP?

ANSWER: It is not necessary to bid on all the items. Please bid only on items your company can provide

QUESTION: Part number CT2KIT12864BC1339 from Crucial is discontinued (per Crucial) please provide an alternate if required.

ANSWER: Please bid on the Crucial replacement for this part and reference the old part number and manufacturer's recommended replacement part numbers and highlight in your bid

QUESTION: I am told by my parts provider that p/n BOXD270MUD manufacturer Intel is no longer a valid p/n. Can you advise?

ANSWER: Please bid on the Intel replacement for this part and reference the old part number and manufacturer's recommended replacement part numbers and highlight in your bid.

QUESTION: We see the equipment listed however we don't see any documentation regarding installation or programming. When the bid is awarded will the vendor be responsible for the installation and programming/setup?

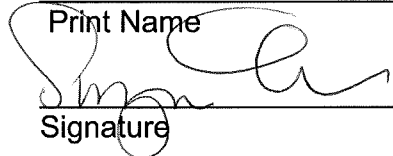
ANSWER: The ITB is for parts only

QUESTION: I see the quantity on the bid is for 1 but is this bid to replace the existing 200 cameras or just 1 additional camera to work with existing infrastructure?

ANSWER: The parts are required for replacing and expanding our current surveillance systems and total quantities needed are unknown. We currently have several hundred cameras and will continue to expand and replace existing equipment.

Prepared By: Michelle King Date: December 12, 2013
Buyer

Acknowledged By: Halifax Security Inc DBA North American Video
Company Name

Suzanne Thomas
Print Name

Signature

Bid officer
Title
12/12/13
Date

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