

AGREEMENT

36098

THIS AGREEMENT is made and entered, in duplicate, as of September 20, 2021, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on September 14, 2021, by and between R. D. SYSTEMS, INC., a California corporation ("Consultant"), with a place of business at 3041 Edinger Avenue, Tustin, California 92780, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with security access control system hardware, software, supplies, installation, integration, monitoring, and maintenance services ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures using a Request for Proposals ("RFP"), attached hereto as Exhibit "A-1", and incorporated by this reference, and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an amount not to exceed Four Hundred Thousand Dollars (\$400,000) annually, at the rates or charges shown in Exhibit "B".

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

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

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

27                  E.     Consultant represents that Consultant has obtained all  
28 necessary information on conditions and circumstances that may affect its

1 performance and has conducted site visits, if necessary.

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

5 2. TERM. The term of this Agreement shall commence at midnight on  
6 September 15, 2021, and shall terminate at 11:59 p.m. on September 14, 2026, unless  
7 sooner terminated as provided in this Agreement, or unless the services or the Project is  
8 completed sooner. The term may be extended five (5) additional one-year periods, at the  
9 discretion of the City Manager.

10 3. COORDINATION AND ORGANIZATION.

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

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

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

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

8 5. INSURANCE.

9 A. As a condition precedent to the effectiveness of this  
10 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
11 duration of this Agreement, from an insurance company that is admitted to write  
12 insurance in the State of California or that has a rating of or equivalent to an A:VIII  
13 by A.M. Best and Company, the following insurance:

14 i. Commercial general liability insurance equivalent in  
15 coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and  
16 its officials, employees and agents as additional insureds on a form  
17 equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims,  
18 demands, causes of action, expenses, costs, or liability for injury to or death  
19 of persons, or damage to or loss of property arising out activities performed  
20 by or on behalf of the Consultant in an amount not less than One Million  
21 Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US  
22 \$2,000,000) in general aggregate. Such insurance shall not exclude the  
23 perils of explosion, collapse, or underground (XCU).

24 ii. Workers' Compensation coverage as required by the  
25 Labor Code of the State of California and employer's liability insurance with  
26 minimum limits of One Million Dollars (US \$1,000,000.00) per accident or  
27 occupational illness. This policy shall be endorsed with a waiver of the  
28 insurer's right of subrogation against City of Long Beach, and its officials,

1 employees, and agents.

2 iii. Commercial automobile liability insurance in coverage  
3 scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred  
4 Thousand Dollars (US \$500,000.00) combined single limit (CSL) covering  
5 Symbol 1 ("all autos").

6 iv. Professional liability or errors and omissions (E&O)  
7 liability insurance in an amount not less than One Million Dollars (US  
8 \$1,000,000.00) per claim covering the services provided pursuant to this  
9 Agreement

10 v. Electronic data processing liability, including electronic  
11 E&O, and cyberspace/online liability in an amount not less than One Million  
12 Dollars (US \$1,000,000) per claim covering the services provided pursuant  
13 to this Agreement.

14 vi. Umbrella liability (in excess of all coverages from above  
15 except (ii) and (iii)) in an amount not less than Two Million Dollars (US  
16 \$2,000,000) per claim covering the services provided pursuant to this  
17 Agreement.

18 B. Any self-insurance program or self-insurance retention must be  
19 approved separately in writing by City and shall protect the City of Long Beach, and  
20 its officials, employees and agents in the same manner and to the same extent as  
21 they would have been protected had the policy or policies not contained retention  
22 provisions. Each insurance policy shall be endorsed to state that coverage shall not  
23 be suspended, voided, or canceled by either party except after thirty (30) days prior  
24 written notice to City, and shall be primary and not contributing to any other  
25 insurance or self-insurance maintained by City.

26 C. Each insurance policy shall be endorsed to state that coverage  
27 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
28 written notice to City, shall be primary and not contributing to any other insurance

1 or self-insurance maintained by City, and shall be endorsed to state that coverage  
2 maintained by City shall be excess to and shall not contribute to insurance or self-  
3 insurance maintained by Consultant. Consultant shall notify City in writing within  
4 five (5) days after any insurance has been voided by the insurer or cancelled by the  
5 insured.

6 D. Any subcontractors which Consultant may use in the  
7 performance of this Agreement shall be required to indemnify the City to the same  
8 extent at Consultant and to maintain insurance in compliance with the provisions of  
9 this section.

10 E. Consultant shall deliver to City certificates of insurance and  
11 original endorsements for approval as to sufficiency and form prior to the start of  
12 performance hereunder. The certificates and endorsements for each insurance  
13 policy shall contain the original signature of a person authorized by that insurer to  
14 bind coverage on his behalf. "Claims-made" policies are not acceptable unless City  
15 Risk Manager determines that "Occurrence" policies are not available in the market  
16 for the risk being insured. If a "claims made" policy is accepted, it must provide for  
17 an extended reporting period of not less than three (3) years. Such insurance as  
18 required herein shall not be deemed to limit Consultant's liability relating to  
19 performance under this Agreement. City reserves the right to require complete  
20 certified copies of all said policies at any time.

21 F. Any modification or waiver of the insurance requirements  
22 herein shall be made only with the approval of City's Risk Manager.

23 G. The procuring of insurance shall not be construed or deemed  
24 as a limitation on liability relating or as full performance of the indemnification  
25 provisions of this Agreement.

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

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

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

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

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

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

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

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

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



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

6 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

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

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

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

27           18. PREVAILING WAGE RATES. Contractor is directed to pay the  
28 general rate of per diem wages for each craft, classification, or type of worker needed to

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

14 19. CERTIFIED PAYROLL RECORDS.

15 A. Pursuant to the provisions of Labor Code Section 1776,  
16 Contractor shall keep and shall cause each subcontractor performing any portion of  
17 the work under this Contract to keep an accurate payroll record, showing the name,  
18 address, social security number, work classification, straight time and overtime  
19 hours worked each day and week, and the actual per diem wages paid to each  
20 journeyman, apprentice, worker, or other employee employed by Contractor or  
21 subcontractor in connection with the work. Contractor shall maintain all other payroll  
22 records as identified in Labor Code Section 1812 and as defined by Title 8 California  
23 Code of Regulation Section 16000. Payroll records for Contractor and all  
24 subcontractors shall be available for inspection at all reasonable hours at the  
25 principal office of Contractor and provided to the City or its authorized Labor  
26 Compliance representative within ten (10) days of request. Contractor's failure to  
27 furnish such records to City or City's authorized Labor Compliance representative  
28 in the manner provided herein for notices shall entitle City to withhold the penalty

1 prescribed by law from progress payments due to Contractor.

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

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

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

14 21. INDEMNITY.

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

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

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

15                   D.     The provisions of this Section shall survive the expiration or  
16     termination of this Agreement.

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

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

27                   24.     NONDISCRIMINATION.

28                   A.     In connection with performance of this Agreement and subject

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

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

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

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

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

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

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

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

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

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

27           27.    COPYRIGHTS AND PATENT RIGHTS.

28           A.     Consultant shall place the following copyright protection on all

1 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

2 B. City reserves the exclusive right to seek and obtain a patent or  
3 copyright registration on any Data or other result arising from Consultant's  
4 performance of this Agreement. By executing this Agreement, Consultant assigns  
5 any ownership interest Consultant may have in the Data to City.

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

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

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

26 30. CONTINUATION. Termination or expiration of this Agreement shall  
27 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled  
28 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Certified Payroll



1 Records”, “Indemnity”, and “Audit” prior to termination or expiration of this Agreement.

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

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

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

17 34. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
18 designed to or entered for the purpose of creating any benefit or right for any person or  
19 entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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

R. D. SYSTEMS, INC., a California corporation

11-4-21, 2021

By [Signature]  
Name John Russell  
Title President

11-4-21, 2021

By [Signature]  
Name John Russell  
Title Secretary

"Consultant"

CITY OF LONG BEACH, a municipal corporation

11-16-2021, 2021

By [Signature]  
City Manager

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

This Agreement is approved as to form on November 15, 2021.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

# EXHIBIT “A”

## Scope of Work



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

**City of Long Beach**  
**Request For Proposals Number TI 21-020**  
**For**  
**Citywide Access Control System**

Release Date:	02/22/2021
Mandatory Pre-Proposal Meeting:	03/10/2021
Questions Due to the City:	03/17/2021
Posting of the Q & A:	03/24/2021
Due Date:	03/31/2021

*City Contact: Christina Sarmiento Buyer 562-570-7062*

**See Section 4 for instructions on submitting proposals.**

Company Name RD Systems, Inc. Contact Person John Russell

Address 3041 Edinger Avenue City Tustin State CA Zip 92780

Telephone (949 ) 936-0100 Fax (949 ) 936-0114 Federal Tax ID No. [REDACTED]

E-mail: John Russell

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date March 29, 2021

Signed [Signature]

Print Name & Title President

Rev 2016 0919

## Company Background - Section 9.1

- RD Systems is a California C Corporation, #1238257, incorporated on February 14, 1984.
- Headquarters and servicing office location: 3041 Edinger Ave, Tustin, CA 92780.
- Number of employees: 16 with 2 employees living within the County of Los Angeles.
- RD Systems POC: John Russell [jrussell@rd-systems.com](mailto:jrussell@rd-systems.com); 949.936.9100 ext. 304 (O); 714.822.4366 (C); 3041 Edinger Ave, Tustin, CA 92780.

## Contractor Qualifications Related Specifically to RFP TI 21-020

RD Systems has been the Access Control contractor of record for the City of Long Beach for the last 16 years, since 2005. We are fully qualified to meet the required and desired licenses and certifications as demonstrated in the chart below:

Description	License/Certificate	RD Systems
C28 – Lock and Security Equipment	Required	<input checked="" type="checkbox"/>
C7 - Low Voltage Systems	Required	<input checked="" type="checkbox"/>
C61/D16 – Hardware, Locks and Safes	Required	<input checked="" type="checkbox"/>
CA Alarm Company Operator (ACO)	Required	<input checked="" type="checkbox"/>
Lenel Hardware and Software Certification	Required	<input checked="" type="checkbox"/>
Authorized Lenel Vendor (VAR)	Required	<input checked="" type="checkbox"/>
B – General Building Contractor	Desired	<input checked="" type="checkbox"/>
Genetec Certification	Desired	<input checked="" type="checkbox"/>
ISO 9000 Certification	Desired	<input checked="" type="checkbox"/>
C10 - Electrical	Desired	<input checked="" type="checkbox"/>
Locksmith Company	Essential	<input checked="" type="checkbox"/>
Door Raceway Installer Certification	Essential	<input checked="" type="checkbox"/>

In 2005, RD Systems entered a contractual relationship with the City of Long Beach to identify and correct substantial issues remaining from a previous vendor which had been causing nagging problems within the City for years. Since the beginning of our contractual relationship, we resolved all historical issues and, in the process, have acquired 16 years of indispensable knowledge about the City's system, including:

- Our technicians have been in all 50 buildings, covering every City department, with the intimate knowledge of where all the old legacy Access Control Units, field panels, new panels, including power supplies, locking hardware, door contacts, REX's, etc. are located.
- Our past 16 years record of servicing the City's security system demonstrates that RD Systems is VERY responsive to requests by the City. Fully licensed and insured, RD Systems warranties all our work, ensuring installation and service quality and the level of satisfaction that our City partner has come to expect.
- We have senior technicians who have been with the company for over 20 years. Through our Quality Management System, we've set up training protocols to ensure that our newer technicians adhere to company production standards, thereby ensuring that the RD Systems way of doing business is maintained. Our goal is to provide the same standard of high-quality service and installation that the City has come to expect from RD Systems, consistent for years to come.

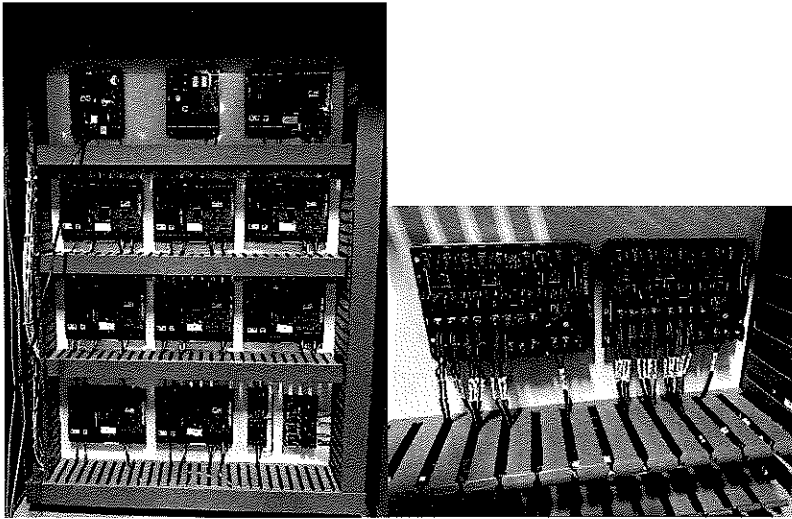
RD Systems has installed and maintained locking hardware, access control, and video surveillance security systems for many city, county, state, and federal entities since we were established in 1969. Starting out as RD Security Lock in 1969, specializing in locking hardware, we incorporated in 1984 as RD Systems, Inc., expanding our corporate expertise to include wired/wireless locking hardware, access control, video surveillance, fire/intrusion alarms, and Method B. Expertise in each of these areas is essential given the scope, size, and complexity of the security needs within the City of Long Beach.

Providing exceptional service and installation to the City of Long Beach is just part of our corporate legacy. In fact, we successfully contract with several municipal agencies to install and maintain access control and video surveillance security services as listed below:

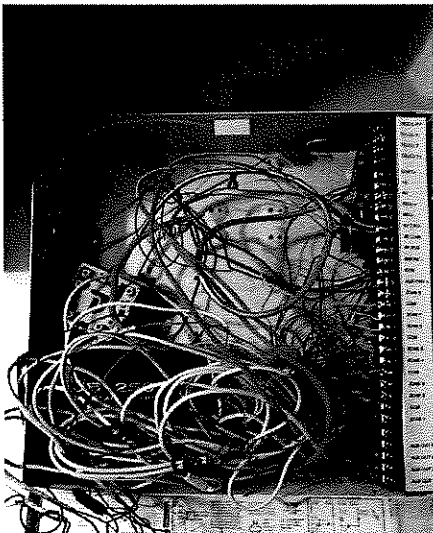
Dept	Contract Date	Services	Amount	Contract #
City of Long Beach	2018 – 2021	Video Surveillance	\$740,000	34910
Purchasing City of LA	2013 – Current	Access Control	\$16,000,000	59544
City of LA – Supply Serv	2019 – 2021	Video Surveillance	\$1,000,000	C-132240
LAPD	2018 - 2021	Video Surveillance	\$1,400,000	C-132066
LAPD	2006 – 2018	Video Surveillance	\$10,000,000	C-127588
LA Public Library	2015 – 2019	Video Surveillance	\$2,350,000	C-127588 Piggyback

RD Systems maintains a Quality Management System to ensure that customer satisfaction is our top priority. After RD Systems is awarded a contract, a QMS team is implemented, ensuring that technicians have all the tools necessary to complete the project, on time and according to customer specifications. Our Quality Management System is certified under the ISO 9001:2015 standards, requiring annual internal and external audit verification. ISO certification is our publicly stated commitment to quality and customer satisfaction.

At RD Systems, our quality of work speaks for itself. Our pride of ownership is evident on every level within our organization; everything from the way the equipment is installed, the way the cabling is labeled, and the panels are dressed out. Here are a few samples of an installation wrapping up at recent client of ours:



To many, this is just a picture of an enclosure with access control boards on the left and of a power distribution module on the right. Panels installed by RD Systems look exactly like the ones above. However, the picture below is more typical of how other contractors leave their project. Good luck servicing this panel in the future. The quality of the installation will be directly related to the future quality of service. Pride of work must be pervasive in any company's DNA.



We are proud of our team members who are committed to our Quality Management System. Here are some of the members who make up that team:





RD SYSTEMS INC.

State Contractor's License # 500075  
Alarm License # ACO 3237  
Locksmith Company License # 6037



## John Russell – Business Owner & President

### Overview

John has been the President/Owner of RD Systems, Inc. for the past 27 years, succeeding his father in this family-owned business. In his role as President, John has continued RD Systems' success by focusing on customer satisfaction and developing deep long-lasting relationships with his customers. John is a certified professional in the security industry, with decades of experience in design, deployment, and management of security projects across a broad spectrum of corporate and municipal clients.

### Certifications and Awards

- ✓ ACO – Alarm Company Operator License
- ✓ ACQ – Alarm Company Qualified Manager License
- ✓ Locksmith Company License
- ✓ LCO – Locksmith Company Operator License
- ✓ ISO 9001: 2015 Certified
- ✓ CPR – First Aid Certified
- ✓ Department of Consumer Affairs (DCA) State Contractor's License:
  - C-61/D15 – Hardware, Locks, and Safes,
  - C10 – Electrical,
  - C-7 – Low voltage systems,
  - C28 – Lock and security equipment, and
  - B – General building contractor.
- ✓ Recipient of Certificate of Appreciation from LAPD MacArthur Park Camera Project.
- ✓ Recipient of Resolution from the City of Los Angeles for implementation of Security Needs Assessment Plan (SNAP)

### Contract and Professional Experience

- **City of Los Angeles** – Oversees 3 security contracts with the City of Los Angeles, comprising access control and video surveillance. Hundreds of departmental projects across the city have been generated under these contracts. Most notably installing city-wide OnGuard access control system across the city's 44 departments, encompassing over 1400 doors.
- **City of Long Beach** – Encompasses hundreds of projects, including OnGuard access control migration and upgrade of the city system.
- **Los Angeles Convention Center** – Responsible for 350 camera deployment with full IP base digital video systems, including AXIS, Panasonic, Hanwha cameras and Milestone VMS.
- **Los Angeles Zoo** – Responsible for surveillance upgrade with FLIR Latitude VMS with 49 camera deployment.
- **Segerstrom Performing Arts Center in Costa Mesa** - Responsible for 63 camera deployment in the Milestone VMS.
- **DCMA** – Security upgrade and expansion of Lenel Access Control, Video Surveillance and Alarm.
- **Allan Hancock College** – District wide access control system upgrade to Identocard Premisys Pro system throughout the college campus, including upgrading to wirelessly controlled Schlage locking hardware.

### About RD Systems, Inc.

RD Systems has a long-standing reputation as a leading regional security integrator, providing high quality installation and service with an acute focus on customer satisfaction. Bringing technological knowledge, a strong mix of product lines, and a vast amount of experience to provide for all security related needs, RD Systems ensures that projects are completed on time, on budget, and to the customer's complete satisfaction.

## James Martinez – Operations Manager

### **Overview**

James has over 15 years' experience in field operations, dispatch, and project management, overseeing the success of hundreds of installation projects. As RD Systems' Operations Manager and a valued member of the leadership team, he is instrumental in ensuring that projects are completed on time, on budget, and to the customer's complete satisfaction.

### **Certifications and Expertise**

- ✓ ACE - Alarm Company Employee License
- ✓ ISO9001:2015 Certified
- ✓ CPR – First Aid Certified
- ✓ Certified Ladder Safety Trainer
- ✓ Certified Aerial Lift Trainer
- ✓ Microsoft Projects Expertise
- ✓ 10 years' Project Manager Experience
- ✓ 12 years' Facilities Manager Experience
- ✓ Program Administrator for the Personal Protective Equipment Program
- ✓ Injury and Illness Prevention Program (IIPP) Safety Manager
- ✓ ISO Facility Manager Certified

### **Business Responsibilities & Experience**

- Manages communications with customers to ensure that projects are scheduled appropriately and that customers are aware of the project status.
- Schedules/coordinates kickoff meetings between sales, operations, and client.
- Fields customer and technician phone calls.
- Prepares and enforces health and safety policies, trainings, and presentations to establish a safety culture, including accident prevention.
- Recommends solutions to Executive Management regarding safety issues, improvement opportunities or new prevention measures.
- Inspects equipment and machinery to observe possible unsafe conditions
- Evaluates practices, procedures, and facilities to assess risk and adhere to legal requirements.
- Monitors compliance to policies and laws by monitoring employee behavior and operations.
- Validates purchase orders against the approved proposal/quote to ensure accurate job cost tracking.
- Reviews dispatch schedule and technician work hours, ensuring that all hours are properly tracked to project.
- Manages fleet of vehicles, ensuring that maintenance schedule is adhered to.
- Investigates accidents and/or incidents to identify underlying causes and prevent worker's comp claims.

### **About RD Systems, Inc.**

RD Systems has a long-standing reputation as a leading regional security integrator, providing high quality installation and service with an acute focus on customer satisfaction. Bringing technological knowledge, a strong mix of product lines, and a vast amount of experience to provide for all security related needs, RD Systems ensures that projects are completed on time, on budget, and to the customer's complete satisfaction.



RD SYSTEMS INC.

State Contractor's License # 500075  
Alarm License # ACO 3237  
Locksmith Company License # 6037



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ISO9001:2008

DQS Inc.  
RD Systems Inc.

## Russ Browning – Senior Project Manager

### Overview

Russ has over 32 years' experience working on the deployment and management of hundreds of security projects. Russ has worked with RD Systems for over 20 years and as our senior project manager, Russ is instrumental in the coordination and communication efforts to ensure projects are completed as designed and within the expected budgets.

### Certifications and Expertise

- ✓ Lenel OnGuard Certified
- ✓ ACE - Alarm Company Employee License
- ✓ Avigilon Certified
- ✓ Siemens Fire Product Certified
- ✓ CPR – First Aid Certified
- ✓ Intertek Qualified Personnel (IQP) - Raceway Installer Certified
- ✓ Ladder and Aerial Lift Certified
- ✓ Allegion Product Expertise, Specialization: Schlage, LCN, Von Duprin
- ✓ HID Product Expertise, Specialization: Credentials, Card Printers, Readers
- ✓ Intercom Expertise: Aiphone, Viking, Commend
- ✓ Various other access control and VMS platforms

### Project Experience

- **City of Los Angeles** – Hundreds of projects installation and management. Including card reader and OnGuard access control migration and stairwell lock replacement projects.
- **City of Long Beach** – Hundreds of projects. Including OnGuard access control migration and upgrade of the city system.
- **Los Angeles Convention Center** – Responsible for 350 camera deployment with full IP base digital video system, including AXIS, Panasonic, Hanwha cameras and Milestone VMS.
- **Los Angeles Zoo** – Responsible for surveillance upgrade with FLIR Latitude VMS with 49 camera deployment.
- **Seegerstrom Performing Arts Center in Costa Mesa** – Responsible for 63 camera deployment in the Milestone VMS.
- **DCMA** – Security upgrade and expansion of Lenel Access Control, Surveillance and Alarm.
- **Hyundai** – Fully integrated Lenel OnGuard Access Control and Milestone Video Management System with additional 50 cameras and 32 doors.
- **ASB Real Estate: Watermarke Tower** – Upgrade and expansion of the Open Options access control system and the Video Insight VMS system. In addition to the installation of a new Audio-Visual Intercom System.

### About RD Systems, Inc.

RD Systems has a long-standing reputation as a leading regional security integrator, providing high quality installation and service with an acute focus on customer satisfaction. Bringing technological knowledge, a strong mix of product lines, and a vast amount of experience to provide for all security related needs, RD Systems ensures that projects are completed on time, on budget, and to the customer's complete satisfaction.



RD SYSTEMS INC.

State Contractor's License # 500075

Alarm License # ACO 3237

Locksmith Company License # 6037



10005379  
ISO9001:2008

DQS Inc.  
RD Systems Inc.

## Jeremy Kutsch – Senior Technician

### Overview

Jeremy has over 20 years' experience working on the deployment of hundreds of security projects. He has worked on many large-scale projects that have included complex integrations with disparate systems. Jeremy is certified in all the products we specialize in. His technical understanding coupled with his experience in the field with the hardware and software, that make up our systems, provide Jeremy with a very successful platform to work from. His communication skills are vitally important to the overall success of the project and for our customer's experience.

### Certifications and Expertise

- ✓ Lenel OnGuard Certified Expert – Digital Video
- ✓ Lenel OnGuard Certified Professional – Access Control
- ✓ ACE - Alarm Company Employee License
- ✓ DIR General Electrician Certification
- ✓ Ladder and Aerial Lift Certified
- ✓ Pelco Endura Certified
- ✓ SE AccessXpert Certified
- ✓ Milestone X-Protect
- ✓ Avigilon Certified
- ✓ Pelco Digital Sentry Certified
- ✓ Andover Continuum Certified
- ✓ CPR – First Aid Certified
- ✓ Allegion Product Expertise, Specialization: Schlage, LCN, Von Duprin
- ✓ HID Product Expertise, Specialization: Credentials, Card Printers, Readers
- ✓ Various other access control and VMS platforms

### Project Experience

- **City of Los Angeles** – Hundreds of projects. Including the city-wide OnGuard access control system detangle and upgrade of over 500 doors.
- **City of Long Beach** – Hundreds of projects. Including OnGuard access control migration and upgrade of the city system.
- **Los Angeles Convention Center** – Responsible for 350 camera deployment with full IP based digital video system, including AXIS, Panasonic, Hanwha cameras and Milestone VMS.
- **Los Angeles Zoo** – Responsible for surveillance upgrade with FLIR Latitude VMS with 49 camera deployment.
- **The Hollywood Sign** – Complex security systems comprised of access control, IP video cameras, intercoms, wireless transmission of video, thermal cameras, recording servers, etc.
- **Metropolitan State Hospital** – Installation of Sally port Gate Control System by means of a Commend USA intercom.

### About RD Systems, Inc.

RD Systems has a long-standing reputation as a leading regional security integrator, providing high quality installation and service with an acute focus on customer satisfaction. Bringing technological knowledge, a strong mix of product lines, and a vast amount of experience to provide for all security related needs, RD Systems ensures that projects are completed on time, on budget, and to the customer's complete satisfaction.



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

Section 9.2

Contractor or may deem the proposal non-responsive. The City's determination of the Contractor's responsibility, for the purposes of this RFP, shall be final.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No x Initials AP

If "Yes", Contractor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

9.3 References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

9.4 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

Our qualifications and experience are easily verified, but just as important is how our customers feel about their relationship with RD Systems. We are also proud of our long-term partnerships with our customers and are proud to include the following recommendations and professional references to our company profile.

---

## References - Section 9.3

March 23, 2021

City of Long Beach

Re: Bid for Card Reader/Access Security System Vendors

To Whom It May Concern,

I currently serve as the building supervisor for all Long Beach Police Department facilities. In that role, I regularly work with projects both small and large involving access control and card readers systems for City facilities. Due to that ongoing work objective, I have worked with RD Systems on over 30 service calls as well as large repair/renovation projects in a given fiscal year.

I cannot stress enough, as an impartial party to this bid conversation, the high quality and expedited service RD systems has consistently provided to the Long Beach PD sites. Their thorough and intimate knowledge of all our systems equips them to fix the most complex of issues, with a speed and precision that only they could probably provide. In addition to their knowledge, every one of my interactions with their technicians have been professional and clear.

I believe RD Systems should be giving strong consideration (assuming all other factors being equal) to continue to be the main access card and security system vendor for the City of Long Beach. They help maintain the critical security infrastructure of all Police Department sites and I know the Department is grateful for their continued level of excellent service.

I am happy to discuss this further. Thank you for your time.

Jason Kang



Building Supervisor  
Long Beach Police Department





RD SYSTEMS INC.

State Contractor's License # 500075  
Alarm License # ACO 3237  
Locksmith Company License # 6037



## References - Section 9.3

### **Mr. Cason Lee**

*Deputy Director*

**City of Long Beach - Technology & Innovation**

411 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802

Office: 562.570.5553

[Cason.Lee@LongBeach.Gov](mailto:Cason.Lee@LongBeach.Gov)

### **Complete Technology Upgrade for City Wide Access Control.**

This project has over 50 buildings managed by a central access control system operating out of the City Hall Data Center. The remote buildings are connected to City Hall via a Wide Area Network. The remote buildings have access panels of about 100, and badge readers of 490, plus 127 and 53 at City Hall and Main Library; respectively. Certain buildings have integration with OTIS Elevator Management/Dispatch Systems and some have integration with Genetec Camera Systems. There are about 20 local administrators who control access via local permissions for remote buildings, while the Police Department is the global administrator for the entire City, as they also issue badges as part of employee/contractor onboarding. We also have integrated duress/panic buttons into the Motorola Dispatch System.

**Project Date 2018-Current. Client Relationship Manager: John Russell at 714.822.4366.**

### **Mr. Jason Kang (see attached letter of recommendation)**

*Building Supervisor*

**Long Beach Police Department**

400 W Broadway, 2nd Floor, Long Beach, CA 90802

Office: 562.570.5064 Cell: 562.900.7667

[Jason.Kang@LongBeach.Gov](mailto:Jason.Kang@LongBeach.Gov)

### **City of Long Beach Police Department Facilities Repair and Maintenance, as Needed.**

RD Systems provides ALL facilities service, repair and access control/video surveillance installation as required by the City of Long Beach Police Department.

**Project Date 2018-Current. Client Relationship Manager John Russell at 714.822.4366.**





RD SYSTEMS INC.

State Contractor's License # 500075

Alarm License # ACO 3237

Locksmith Company License # 6037



## References - Section 9.3

### **Mr. Eric Robles**

*Director Special Services*

**City of Los Angeles - Department of General Services**

111 E. First Street, Los Angeles, CA 90012

Office: 213.928.9572

[Eric.Robles@Lacity.org](mailto:Eric.Robles@Lacity.org)

### **City of Los Angeles City Wide Access Control Installation and Maintenance.**

The GSD Department has over 50 buildings managed by a central access control system operating out of the ITA Data Center. Remote buildings are connected to the GSD System via a Wide Area Network. At its core, the access control system is currently Lenel OnGuard v7.6 and remote buildings have access panels (about 172 today) and badge readers (about 1250 today). There are about 20 local administrators who control access via local permissions for remote buildings while the GSD Department is the global administrator for the entire City, as they also issue badges as part of employee/contractor onboarding.

**Project Date 2000-Current. Client Relationship Manager: John Russell at 714.822.4366.**

### **Ms. Robyn Myers**

*Management Analyst*

**Los Angeles Public Library - Facilities & Events Management**

630 W. Fifth St., Los Angeles, CA 90071

Office: 213.359.0105

[rmyers@lapl.org](mailto:rmyers@lapl.org)

### **Security Upgrade Including 72 Branch Video Surveillance Projects and 3 Branch Access Control Projects.**

RD Systems provided 72 Branches within the Public Library system with an average of 6 cameras for each branch, including video recording, as well as access control at 3 branches, using Lenel for the access control system. This project was funded over a three-year time frame.

**Project Date 2016-Current. Client Relationship Manager John Russell at 714.822.4366.**



RD SYSTEMS INC.

State Contractor's License # 500075

Alarm License # ACO 3237

Locksmith Company License # 6037



## References - Section 9.3

### **Ms. Bridget L. Tate**

*Interim Maintenance Supervisor - Facilities*

#### **Allan Hancock College**

800 S. College Dr., Santa Maria, CA 93454

Office: 1.805.922.6966 ext. 3828 Cell: 1.805.623.6178

[btate@hancockcollege.edu](mailto:btate@hancockcollege.edu)

### **Campus-Wide Access Control Upgrade with New Installation Project.**

This project encompassed 9 buildings across two campuses located in Santa Maria and Lompoc CA. Our installation included both wireless (approximately 90%) and hardwired locking hardware (approximately 10%) for a total count of 72 Locks/Card Readers in the initial phase of the project. The upgrade also included an automatic lockdown feature and duress buttons for each of the 9 buildings as well as interfacing with "older" automatic door operators, including programming.

**AHC "piggybacked" this project off our City of Los Angeles Contract. Project Date 2019-Current. Client Relationship Manager: John Russell at 714.822.4366.**

### **Ms. Janis Rodriguez**

*Real Estate Manager*

#### **CBRE | Property Management**

Figueroa Plaza, 201 N. Figueroa Street, Suite 1460, Los Angeles, CA 90012

Public Works Building, 1149 S. Broadway Street, Los Angeles, CA 90015

Office: 1.213.202.2600 Direct: 1.213.202.2776

[janis.rodriquez@cbre.com](mailto:janis.rodriquez@cbre.com)

### **Mr. Carlos A. Ramirez**

*Security Account Manager*

#### **Allied Universal Security Services**

Figueroa Plaza, 201 North Figueroa St., Suite 1460, Los Angeles, CA 90012

Public Works Building, 1149 S. Broadway Street, Los Angeles, CA 90015

Office: 213.202.2779

[Carlos.ramirez@figplaza.net](mailto:Carlos.ramirez@figplaza.net)

### **Access Control for Two Highrise Buildings in Downtown Los Angeles.**

This is an ongoing project that includes door and elevator access control for a high-profile class A building that is managed by both CBRE and Allied Universal Security services. As with many of our customers who have their own security divisions, this property management team has decided to partner with RD Systems due to the high service response and quality of our service and installation team.

**Project Date 2005-Current. Client Relationship Manager: John Russell at 714.822.4366.**



## References - Section 9.3

March 29, 2021

To Whom It May Concern:

LenelS2, a division of Carrier Fire & Security Americas Corporation, hereby confirms that Rd Systems Inc, 3041 Edinger Ave, Tustin, California, 92780, United States has, as of the date of this letter and continuing through March 31, 2023, an agreement with LenelS2 that authorizes Rd Systems Inc to market, resell and implement Lenel products and support services in California Counties of: San Diego, Riverside, Imperial, San Bernadino, Ventura, Santa Barbara, Orange, Los Angeles.

Sincerely,

A handwritten signature in black ink that reads 'Jeffrey A. Stanek'.

Jeff Stanek  
General Manager  
LenelS2

A Carrier Company,

1212 Pittsford-Victor Road, Pittsford, NY 14534,

In summary, RD Systems is a security integrator that meets and exceeds all of the required and desired criteria for this RFP. With 51 years of experience, you can be assured that your security needs will be handled in the same manner as the past 16 years.

### Providing Services described in the RFP since 1969.

BUSINESS TAX REGISTRATION CERTIFICATE			
CITY OF LOS ANGELES			
ACCOUNT NUMBER	CLASSIFICATION	STARTED	DATE ISSUED
L008315-190	PROF & OCCUPATIONS	3-69	3-31-69

ISSUED TO:  
JAMES E RUSSELL &  
JOHN G DOWNEY  
DBA R D SECURITY LOCK CO  
5811 W 77TH PL ZN 45

ANNUAL BUSINESS TAX IS DUE AND PAYABLE JANUARY 1ST EACH YEAR, AND IS DELINQUENT IF NOT PAID ON OR BEFORE THE LAST DAY OF FEBRUARY EACH YEAR.

ISSUED BY: *Patricia [Signature]* CITY CLERK  
COUNTERSIGNED BY: *Shirley [Signature]* CONTROLLER

THIS CERTIFICATE IS GOOD UNTIL VOIDED OR REVOKED. IT BECOMES VOID UPON ANY CHANGE OF OWNERSHIP OR LOCATION.

NOTIFY THE CITY CLERK IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - ROOM 101, CITY HALL, LOS ANGELES, CALIF. 90012 - READ REVERSE SIDE

One of our first municipal customers was, and remains, the City of Los Angeles as illustrated by the certificate above.



**CITY OF LONG BEACH, CALIFORNIA  
BUSINESS LICENSE  
OWNERSHIP NON-TRANSFERABLE  
LICENSE EXPIRES: 06/01/2021**

PREPARED: 05/26/2020  
P38

Section 9.4

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING:

<b>ACCOUNT NUMBER:</b>	<b>BU20432320</b>	<b>BUSINESS TYPE: CONTRACTING - WEATHER STRIPPING</b>
<b>OWNER:</b>	<b>R D SYSTEMS INC</b>	
<b>LOCATED AT 3041 EDINGER AVE TUSTIN CA 92780</b>		

**AUTHORIZED BY: JOHN GROSS  
DIRECTOR OF FINANCIAL MANAGEMENT**



**LICENSE HOLDER - - PLEASE NOTE**



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

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

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

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

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

**R D SYSTEMS INC  
3041 EDINGER AVE  
TUSTIN, CA 927807204**

# EXHIBIT “B”

Rates or Charges



## PROPOSED SCHEDULE/PRICE FEE

RD Systems is pleased to submit this cost proposal in accordance with the City of Long Beach RFP TI 21-020 to deliver the following equipment, materials, supplies, and services. Our cost proposal was developed over the past 16 years of experience based on requests by the city. This design offers maximum flexibility to city leadership to make optimal decision based on the city's wide range of security needs. Prices stated herein do not include sales tax.

### Summary of Proposed Items

Regular Response Time	<u>Within 24 Hours</u>
Emergency Response Time	<u>Within 4 Hours</u>
List your normal business hours	<u>7:30 AM to 4:30 PM</u>
Normal business hours phone number	<u>949-936-0100</u>
After hours phone number	<u>949-936-0100 + Option 5</u>

### Hourly Labor Rates (Minimum 2 Hours\*)

Standard Service Rate*	<u>\$ 105.00</u>
Overtime Service Rate (plus 1 hour travel time)*	<u>\$ 140.00</u>
Emergency After Hours Rate, including Holiday Service Hours, plus 1 hour of travel time*	<u>\$ 155.00</u>
Installation Labor Rate	<u>\$ 115.00</u>
Engineering Labor Rate	<u>\$ 155.00</u>
Project Management Labor Rate	<u>\$ 145.00</u>
Raceway Installation Labor	<u>\$ 200.00</u>

### Additional Items/Charges

Raceway Label	<u>\$75.00</u>
40 Foot Bucket Truck	<u>\$350 per day</u>
Materials Discount given to City	<u>12% off MSRP</u>
Material Delivery Timeframe	<u>30 Days</u>
Invoice Payment Terms	<u>30 Days</u>
RD Systems Warranty: Parts & Labor	<u>18 Months After Installation</u>
Bond Pricing, as required	<u>3%</u>



## **Block Hours Per Contract Year**

### ▪ **LEVEL 1 - INTERNAL DAILY SYSTEM STATUS CHECKS**

**Includes 78 BLOCK Hours per Contract Year during Normal Business Hours**

**Total Price for LEVEL 1**

**\$ 15,210.00**

- RD Systems will assume the Point Of Contact role to help manage the current access control system. As part of this role, RD System staff will be allocated Crypto Cards for remote access.
- Complete system checks every weekday morning, including monitoring and recording every controller panel status.
- Submit Weekly Report on the final business day of the week to the City of Long Beach – Police Department’s designated point of contact.
- **If panel(s) are offline, begin steps to resolve the issue described in LEVEL 2. Remote Services – Troubleshoot Offline Panel(s).**

### ▪ **LEVEL 2 - REMOTE SERVICES**

**Includes 56 BLOCK Hours per Contact Year during Normal Business Hours**

**Total Price for LEVEL 2**

**\$ 10,920.00**

- Complete requests that have been submitted to RD Systems staff that involve remote access into the City of Long Beach system, including but not limited to:
  - Administrative Requests such as running reports, adjusting schedules, or adjusting access levels.
  - Technical Requests such as completing database downloads to panels, updating firmware, resetting panels, troubleshooting, programming new or changes to door, panels, schedules, or access levels.
- **Troubleshoot offline panel(s), by completing the steps below:**
  - Ping the IP address of the offline panel.
  - If panel can be pinged – log into panel to confirm functionality.
  - If RD Systems staff member is not able to ping or log into panel – inform City of Long Beach – IT Department and request them to check for any network issues.
  - If IT Department confirms no issues on their end, then Professional Field Services (Level 3 below) will be recommended to the responsible party. The Professional Field Services will be completed as described in Level 3 below for all City of Long Beach Buildings except for the new City Hall (Civic Center) and Main Library.
  - Johnson Controls (JCI) will be informed if the offline panel(s) are located in the new City Hall (Civic Center) or Main Library. JCI is responsible for the hardware installed in these buildings and the related warranty could be voided if RD Systems performs work on that equipment. However, a Memorandum of Understanding (MOU) could be created between the parties should the City of Long Beach require more RD Systems’ participation.





RD SYSTEMS INC.

## Block Hours Per Contract Year

▪ **LEVEL 3 - PROFESSIONAL FIELD SERVICES**

**Includes 56 BLOCK Hours per Contract Year during Normal Business Hours**

**Total Price for LEVEL 3**

**\$ 10,920.00**

- If RD Systems staff are not able to remotely ping the panel or log-in, then onsite troubleshooting will be required to resolve the offline condition. RD Systems Technicians will test for onsite power issue, malfunction of the power supply, or panel malfunction.
- If RD Systems staff are able to ping the panel, the panel may need to be reset or power cycled.
- If RD Systems staff are not able to ping panel remotely during the internal check, we need to try to ping the panel locally in the field.
- While onsite RD Systems technicians may request phone support with City of Long Beach IT Department staff to troubleshoot issues related to the City of Long Beach network and network hardware such as switches and Cradlepoints. Also, the City of Long Beach IT Department will be able to confirm any maintenance to the switch that could affect the Mac/IP addresses.
- The RD Systems technician will determine if the panel or any other equipment needs to be replaced. The responsible party will be informed of any equipment or additional time required to repair the system.

▪ **LEVEL 4 - AFTER HOURS – REMOTE & PROFESSIONAL FIELD SERVICES**

**Includes 25 BLOCK Hours per Contract Year for service AFTER Business Hours**

**Total Price for LEVEL 4**

**\$ 9,750.00**

- All services described in above LEVELS 2 & 3 which are completed outside of normal business hours.

# EXHIBIT “C”

City’s Representative:

Cason Lee, Deputy Director

(562) 570-5553

[Cason.Lee@longbeach.gov](mailto:Cason.Lee@longbeach.gov)

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee:

John Russell, President

Jrussell@RD-Systems.com

Performance Bond  
No. WCN5960317

**PERFORMANCE BOND**  
**(Bond for Faithful Performance)**

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to R.D. SYSTEMS, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: to provide security access control system hardware, software, supplies, installation, integration, monitoring, and maintenance services, as described in Request for Proposals RFP TI21-020.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

WHEREAS, while the Principal is required to furnish the bond for the entirety of the contracting period, the bond may be renewed annually.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Old Republic Surety Company, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of **Four Hundred Thousand Dollars (\$400,000)** lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Obligee is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 3rd day of November, 2021.



Old Republic Surety Company  
 Surety (Name)  
 By: [Signature]  
 Name: James W. Johnson II  
 Title: Attorney-in-Fact  
 Address: P.O. BOX 1635, MILWAUKEE, WI 53201 - 1635  
 Telephone: (909) 321-4636  
 \_\_\_\_\_  
 Attorney-in-Fact  
 \_\_\_\_\_  
 Signature

**R.D. Systems, Inc., a California corporation**  
 By: [Signature]  
 Name: JOHN RUSSELL  
 Title: PRESIDENT  
 By: [Signature]  
 Name: JOHN RUSSELL  
 Title: SECRETARY

**(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)**

November 15, 2021

November 16, 2021

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: [Signature]  
 Deputy City Attorney

By: [Signature]  
 City Manager/City Engineer  
 EXECUTED PURSUANT  
 TO SECTION 301 OF  
 THE CITY CHARTER.

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

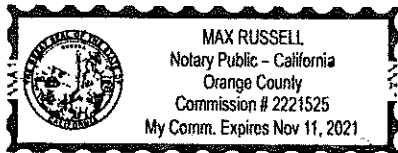
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }  
On November 4<sup>th</sup> before me, Max Russell  
Date Here Insert Name and Title of the Officer  
personally appeared John Russell  
Name(s) of Signer(s)

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }

On **NOV 03 2021**, before me, Christina Marie Rogers, Notary Public,  
personally appeared James W. Johnson, II

who 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.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Christina Marie Rogers

PLACE NOTARY SEAL ABOVE

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

**Description of attached document**

Title or type of document: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Erik Johansson, Scott Milne, Kevin Bogart, Melissa Lopez, Frances Lefler, Christina L. Johnson, James W. Johnson II, Jennifer Anaya, Bittany A. Aceves, Christina Rogers of Tustin, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than ball bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6th day of January, 2021.

Karen J. Haffner  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 6th day of January, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2022  
(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



74 0053

Signed and sealed at the City of Brookfield, WI this 3rd day of November, 2021.

Karen J. Haffner  
Assistant Secretary

ORSC 22262 (3-06)



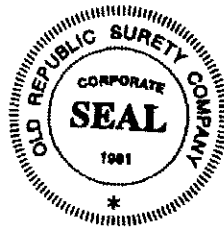
# OLD REPUBLIC SURETY COMPANY

445 S. Moorland Road, Suite 200, Brookfield, WI 53005 | T: 800-217-1792 | www.orsurety.com

## ADDENDUM TO SURETY BOND

This addendum pertains to the bond(s) to which it is attached and that have been issued on behalf of Old Republic Surety Company.

Old Republic Surety Company considers the electronic image of the following corporate seal that is affixed to the bond(s) to be of the same effect as if the seal was physically stamped or impressed onto the bond(s).



All terms and conditions of the bond(s) remain unchanged.

Signed and effective this twelfth day of May, 2020.

**Old Republic Surety Company**

By: \_\_\_\_\_

*Alan Pavlic*  
Alan Pavlic, President



OLD REPUBLIC INSURANCE GROUP

Premium Included in the  
Performance Bond.

Payment Bond  
No. WCN5960317

**PAYMENT BOND  
(Labor and Material Bond)**

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to **R.D. SYSTEMS, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **to provide security access control system hardware, software, supplies, installation, integration, monitoring, and maintenance services, as described in Request for Proposals RFP TI21-020.**

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

WHEREAS, while the Principal is required to furnish the bond for the entirety of the contracting period, the bond may be renewed annually.

NOW THEREFORE, we the undersigned Contractor, as Principal, and Old Republic Surety Company admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of **Four Hundred Thousand Dollars (\$400,000)** lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 3rd day of November, 2021.

Old Republic Surety Company  
By: [Signature]  
Name: James W. Johnson II  
Title: Attorney-in-Fact  
Address: P.O. BOX 1635, MILWAUKEE, WI 53201 - 1635  
Telephone: (909) 321-4636  
  
\_\_\_\_\_  
Attorney-in-Fact  
  
\_\_\_\_\_  
Signature

**R.D. Systems, Inc., a California corporation**  
By: [Signature]  
Name: JOHN RUSSELL  
Title: PRESIDENT  
  
By: [Signature]  
Name: JOHN RUSSELL  
Title: SECRETARY



**(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)**

November 15, 2021

November 16, 2021

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: [Signature]  
Deputy City Attorney

By: [Signature]  
City Manager/City Engineer

**NOTE:**

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

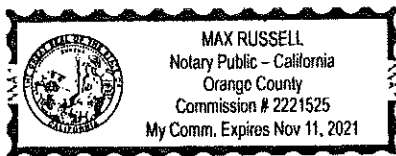
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }  
On November 4th before me, Max Russell  
Date Here Insert Name and Title of the Officer  
personally appeared John Russell  
Name(s) of Signer(s)

who 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/hisr/their authorized capacity(ies), and that by his/hisr/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

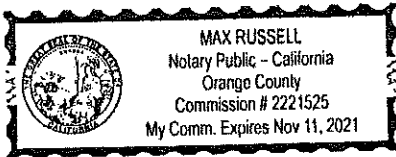
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State of California }  
County of Orange }  
On November 4th before me, Max Russell  
Date Here Insert Name and Title of the Officer  
personally appeared John Russell  
Name(s) of Signer(s)

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }

On NOV 03 2021, before me, Christina Marie Rogers, Notary Public,  
personally appeared James W. Johnson, II

who 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.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Christina Marie Rogers

PLACE NOTARY SEAL ABOVE

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

**Description of attached document**

Title or type of document: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Erik Johansson, Scott Milne, Kevin Bogart, Melissa Lopez, Frances Lefler, Christina L. Johnson, James W. Johnson II, Jennifer Anaya, Bittany A. Aceves, Christina Rogers of Tustin, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6th day of January, 2021.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 6th day of January, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 0053



Signed and sealed at the City of Brookfield, WI this 3rd day of November, 2021.

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)





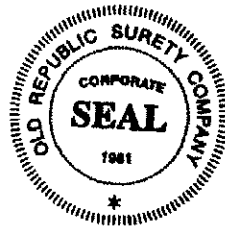
# OLD REPUBLIC SURETY COMPANY

445 S. Moorland Road, Suite 200, Brookfield, WI 53005 | T: 800-217-1792 | [www.orsurety.com](http://www.orsurety.com)

## ADDENDUM TO SURETY BOND

This addendum pertains to the bond(s) to which it is attached and that have been issued on behalf of Old Republic Surety Company.

Old Republic Surety Company considers the electronic image of the following corporate seal that is affixed to the bond(s) to be of the same effect as if the seal was physically stamped or impressed onto the bond(s).



All terms and conditions of the bond(s) remain unchanged.

Signed and effective this twelfth day of May, 2020.

**Old Republic Surety Company**

By:   
Alan Pavlic, President



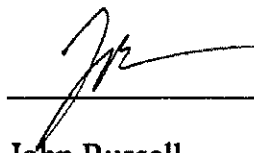
OLD REPUBLIC INSURANCE GROUP

**CORPORATE RESOLUTION OF RD SYSTEMS, INC.**

**MINUTES OF A MEETING OF THE BOARD OF DIRECTORS** of RD Systems, Inc. ("RD Systems") held at 3041 Edinger Ave, Tustin, CA 92780 on this 4th day of November, 2021.

1. The following member was present, constituting the entire board: John Russell.
2. The sole director of RD Systems being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.
3. **UPON A MOTION DULY MADE**, seconded and unanimously carrier, John Russell acted as President and Secretary of the meeting.
4. The following memorandum was then read and ordered to be inserted in these minutes:

"I, the sole director of RD Systems, consent to this meeting being held at the above time and place and do waive notice and publication of this meeting, and consent to the transaction of such business, as may have come before it, as testified by my signature below".

  
\_\_\_\_\_  
John Russell (Signature)

5. Minutes of the last regular meeting were read and, upon motion duly made, seconded and carried, were adopted as read.
6. The President presented to the meeting and thereupon the following resolutions were offered, seconded and unanimously adopted.

**IT WAS RESOLVED THAT:**

1. John Russell is appointed and confirmed as *SIGNING OFFICER* for RD Systems, until replaced, and is authorized to obligate RD Systems in any manner deemed reasonable and appropriate, including obligating RD Systems by signing an Agreement with the City of Long Beach for the installation of access control and video surveillance equipment, associated with RFP TI21-020.

2. There being no further business to come before the meeting, the meeting was adjourned.

3. Dated in the State of California on the 4th day of November, 2021.

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

President and Secretary Name: John Russell