# S PARKIN, City Attorney Scean Boulevard, 9th Floor leach. CA 90802-4664

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# <u>AGREEMENT</u>

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THIS AGREEMENT is made and entered, in duplicate, as of January 12, 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 January 5, 2021, by and between BIRDI SYSTEMS, INC., a California corporation ("Contractor"), with a place of business at 723 East Green Street, Pasadena, California 91101, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with as-needed video surveillance installation, repair, and maintenance to new and existing systems ("Project"); and

WHEREAS, City has selected Contractor 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 Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor 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:

# SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A-2", 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, not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000), at the rates or charges shown in Exhibit "B".

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

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

- C. Contractor represents that Contractor has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.
- By executing this Agreement, Contractor warrants that D. Contractor (a) has thoroughly investigated and considered the scope of services to be performed. (b) has carefully considered how the services should be performed. and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. It the services involve work upon any site. Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Contractor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Contractor must immediately inform the City of that fact and may not proceed except at Contractor's risk until written instructions are received from the City.
  - Contractor must adopt reasonable methods during the life of E.

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the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the City, except those losses or damages as may be caused by the City's own negligence.

- F. CAUTION: Contractor shall not begin work until this Agreement has been signed by both parties and until Contractor's evidence of insurance has been delivered to and approved by City.
- 2. <u>TERM</u>. The term of this Agreement shall commence at midnight on January 5, 2021, and shall terminate at 11:59 p.m. on January 4, 2023, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. The term may be renewed for three (3) additional one-year periods.

#### 3. COORDINATION AND ORGANIZATION.

- Contractor shall coordinate its performance with City's representative, if any, named in Exhibit "C", attached to this Agreement and incorporated by this reference. Contractor shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to Contractor information or materials, if any, described in Exhibit "D", attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.
- В. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Contractor's key employee, named in Exhibit "E" attached to this Agreement and incorporated by this reference. City shall have the right to approve any person proposed by Contractor to replace that key employee.
- INDEPENDENT CONTRACTOR. In performing its services, Contractor is and shall act as an independent contractor and not an employee,

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representative or agent of City. Contractor shall have control of Contractor's work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Contractor acts in accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Contractor expressly warrants that neither Contractor nor any of Contractor's employees or agents shall represent themselves to be employees or agents of City.

#### 5. INSURANCE.

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

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

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its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

- (b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.
- (c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.
- (d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.
- B. Any self-insurance program, self-insured deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.
- C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or selfinsurance maintained by Contractor. Contractor shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.
  - D. If this coverage is written on a "claims made" basis, it must

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provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Contractor guarantees that Contractor will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

- E. Contractor shall require that all sub-contractors or contractors that Contractor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.
- F. Prior to the start of performance. Contractor shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Contractor shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Contractor and Contractor's sub-Contractors and contractors, at any time. Contractor shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.
- . G. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Contractor, Contractor's sub-Contractors and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.
- H. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Contractor's performance or as full performance of or compliance with the indemnification provisions of this Agreement.
  - · 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement

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

- <u>CONFLICT OF INTEREST</u>. Contractor, by executing this Agreement, certifies that, at the time Contractor executes this Agreement and for its duration, Contractor does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of that other client. And, Contractor shall obtain similar certifications from Contractor's employees, sub-Contractors and contractors.
- 8. MATERIALS. Contractor shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary to or used in the performance of Contractor's obligations under this Agreement, except as stated in Exhibit "D".
- 9. All materials, information and data OWNERSHIP OF DATA. prepared, developed or assembled by Contractor or furnished to Contractor in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples,

- Agreement for any reason or no reason at any time by giving fifteen (15) calendar days prior notice to the other party. In the event of termination under this Section, City shall pay Contractor for services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. The procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective date of termination, Contractor shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. And, Contractor acknowledges and agrees that City's obligation to make final payment is conditioned on Contractor's delivery of the Data to City.
- shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Contractor shall keep confidential all information, whether written, oral or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Contractor shall not disclose any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit of others except for the purpose of this Agreement.
- 12. <u>BREACH OF CONFIDENTIALITY</u>. Contractor shall not be liable for a breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor knew prior to the time City disclosed it; or (b) is or becomes publicly available without

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

- the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the RFP or make changes by altering, adding to or deducting from the work. No extra work may be undertaken unless a written order is first given by the City, incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement. Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in the time to perform of One Hundred Eighty (180) days or less, may be approved by the City Representative. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this paragraph do not apply to services specifically set forth in the RFP or reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that the services to be provided pursuant to the RFP may be more costly or time consuming than Contractor anticipates and that Contractor will not be entitled to additional compensation for the services set forth in the RFP.
- 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the City for any losses, costs, liabilities or damages suffered by the City, and all amounts for which the City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the City may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the City to exercise the right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,

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indemnify and protect the City as elsewhere provided in this Agreement.

- 15. AMENDMENT. This Agreement, including all Exhibits, shall not be amended, nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Agreement.
- 16. LAW. This Agreement shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions. Contractor shall cause all work performed in connection with construction of the Project to be performed in compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code); and (2) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

#### 17. PREVAILING WAGES.

- Consultant agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 et seq. City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.
- B. In all bid specifications, contracts and subcontracts for any such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality

4ARLES PARKIN, City Attorney West Ocean Boulevard, 9th Floor Lona Beach. CA 90802-4664

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

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

#### 19. INDEMNITY.

Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees. and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this Agreement, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

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

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

- C. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties. Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- The provisions of this Section shall survive the expiration or D. termination of this Agreement.
- 20. FORCE MAJEURE. If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, pandemic, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of such cause for failure to perform.
- 21. AMBIGUITY. In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

#### 22. NONDISCRIMINATION.

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

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

- 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.
  - During the performance of this Agreement, the Consultant certifies and represents that the Consultant will comply with the EBO. Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

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

- The failure of the Consultant to comply with the EBO will be deemed to be a material breach of the Agreement by the City.
- C. If the Consultant fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.

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- E. If the City determines that the Consultant has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.
- 24. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Contractor at the address first stated above, and to City at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Clerk at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.
- 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants that Contractor has not employed or retained any entity or person to solicit or obtain this Agreement and that Contractor has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Contractor breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.
- WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
- 27. CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 18, 21 and 28 prior to termination or expiration of this Agreement.

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	28.	TAX REPORTING.	As required	by federal	and state	law,	City is
obligated to	and will	report the payment of	compensatio	n to Contrac	tor on Forr	n 1099	9-Misc
Contractor s	hall be	solely responsible for	payment of	all federal a	nd state ta	xes re	sulting
from payme	nts und	ler this Agreement.	Contractor s	hall submit	Contracto	r's Em	nploye
Identification	n Numbe	er (EIN), or Contractor	r's Social Sec	urity Numbe	r if Contra	ctor do	oes no
have an EIN	l, in writ	ing to City's Accounts	Payable, De	partment of	Financial N	lanag	ement
Contractor a	acknowl	edges and agrees th	at City has no	o obligation	to pay Co	ntract	or unti
Contractor p	rovides	one of these number	S.	· . •			

- 29. <u>ADVERTISING</u>. Contractor shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.
- 30. <u>AUDIT</u>. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Contractor relating to this Agreement.
- 31. <u>THIRD PARTY BENEFICIARY</u>. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or 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

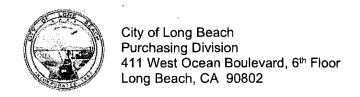
California

2021.

	ne parties have caused this document to be duly
executed with all formalities required by la	w as of the date first stated above.
	BIRDI SYSTEMS, INC., a California corporation
January 21, 2021	Name Moninder S. Birdi
January 22, 2021	By Dod Name Garry 1000 Title Vice Project
	"Contractor"
	CITY OF LONG BEACH, a municipal corporation
, 2021	By
	City Manager
	"City"
This Agreement is approved	as to form on, 2021.
	CHARLES PARKIN, City Attorney
	Ву
	Deputy

# EXHIBIT "A-1"

Request for Proposals Number TI FY20-047



# City of Long Beach

# Request for Proposals Number TI FY20-047

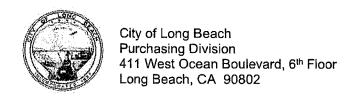
# For

# Video Surveillance Installation, Repair, and Maintenance

1	Date:		10/08/2020		
	ting of the Q & A Addendum:		09/29/2020		
	stions Due to the City:		09/15/2020		
Mar	idatory Pre-Proposal Meeting	ı <b>:</b>	09/01/2020		
Rele	ease Date:		08/25/2020		

# See Section 4 for instructions on submitting proposals.

Company Name	Contact Person		
Address	City	State	Zip
Telephone ()	Fax ()	Federal Tax ID No	).
E-mail:		the manufactural transfer of the state of th	
Prices contained in this proposa	al are subject to accept	ance within	calendar days.
l have read, understand, and ag	gree to all terms and co	onditions herein. Da	ite
Signed			
Print Name & Title			and the state of t
			Pay 2016 0010

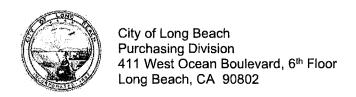


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В	PRO-FORMA AGREEMENT	
С	STATEMENT OF NON-COLLUSION	
D	DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION	
E	W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION	AND
	VENDOR APPLICATION FORM	
F	SECRETARY OF STATE REGISTRATION PRINTOUT	
G	EQUAL BENEFITS ORDINANCE (EBO) FORM	
Н	INSURANCE REQUIREMENTS	

# **EXHIBIT 1.**

1. SAMPLE PROJECT COST PROPOSAL (REQUIRED)

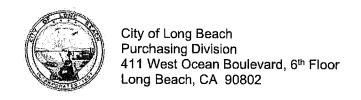


# 1. OVERVIEW OF PROJECT

The City of Long Beach (City) is seeking proposals from qualified firms that provide new system video surveillance installation with repair and maintenance, to new and existing systems on an as-needed basis. This will include inside and outside building surveillance systems, pole mounted systems, cellular, wired and wireless systems, Automatic License Plate Reader (ALPR), and covert systems.

The City requires vendors experienced with Structured Cabling Systems to furnish the materials and labor associated with the installation of data, telecommunications, and optical fiber cabling, e.g. category 6 cabling, jacks, and the associated items and materials for various City locations on an ongoing as-needed basis. All work must be done per product specifications, according to all applicable and acceptable industry standards, using the highest quality workmanship commensurate for the required tasks and it must be completed by the time required.

The intent of these Specifications is to describe the work requirements in general terms. The detailed specifications will be based on the particular requirements at the time that a given job is required. The City will consider suggestions from the Contractor and may accept alternates recommended, if they provide equal or better functionality, durability, and cost effectiveness. However, the City, in its sole discretion, may have specific requirements for any given job. It is the City's intention to award to one or more Contractors. The City does not guarantee that a minimum contract amount will be reached.



#### 2. ACRONYMS/DEFINITIONS

For purposes of this Request for Proposal, the following acronyms/definitions will be used:

Awarded Contractor

The organization(s)/individual(s) that are awarded a contract with the City of Long Beach, California for the services identified in this RFP.

City

The City of Long Beach and any department or agency identified herein.

Contractor / **Proposer** 

Organization/individual submitting a proposal in response to this RFP.

Department / Division

City of Long Beach, Technology & Innovation Department, Wireless Communications Division.

**Evaluation** Committee An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP. evaluate the proposals, and select a Contractor.

May

Indicates something that is not mandatory but permissible.

**RFP** 

Request for Proposals.

Shall / Must

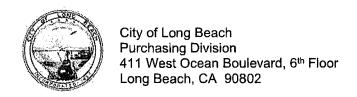
Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as nonresponsive.

Should

Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.

Subcontractor

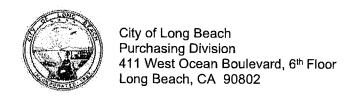
Third party not directly employed by the Contractor who will provide services identified in this RFP.



## 3. SCOPE OF PROJECT

The qualified firm will have experience with Cradlepoints, Razberi, Cisco, Siklu, Hanwha, Axis, Sony, and various other types of high standard definition Internet Protocols (IP) and analog cameras using hardwired and wireless connectivity. The Awarded Contractor will assist City staff with installation of new systems, repairs to existing systems, and provide ongoing maintenance. Genetec certification is required for any vendor selling/integrating Genetec software, licensing, and the purchase of Streamvault servers, but may not be necessary for vendors awarded portions of work or equipment sales that does not require Genetec software. Proof of all certifications must be submitted with the proposal.

Multiple Contractors may be selected to carry out services described in Section 7 – Project Specifications of this RFP. While the Contractor may specialize in a type of service, it is preferred that the Contractor be able to provide a range of services as identified above and in Section 7 – Project Specifications. Contractors shall clearly indicate which services/tasks they intend to provide.



# SUBMITTAL INSTRUCTIONS

- 4.1 For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov by 11:00 AM on September 15, 2020. Responses to the questions will be posted on the City's website longbeach.gov/purchasing under the "Bids/RFPs" tab no later than the date and time shown below. All Proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.
  - 4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.
- 4.2 RFP Timeline (times indicated are Pacific Time)

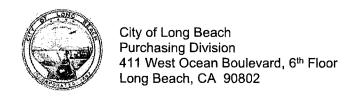
TASK	DATE/TIME
Mandatory virtual pre-proposal meeting	September 1, 2020 10:00 am to 11:00 am
Deadline for submitting questions	September 15, 2020 11:00 am
Answers to all questions submitted available	e September 29, 2020 11:00 am
Deadline for submission of proposals	October 8, 2020 11:00 am
Evaluation period	October 9, 2020 - October 22, 2020
Selection of Contractor	October to November 2020

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

# 4.2.1 Mandatory Virtual Pre-Proposal Meeting

A mandatory pre-proposal meeting is scheduled for Tuesday September 1. 2020 at 10:00 to 11:00 AM at: https://RFPTI20-047MandatoryMeeting with Meeting Access Code 146 607 9655 and Password eMRCUGC82y8, or you can dial-in at 1-213-306-3065. Attendance will be recorded

The purpose of this conference is to provide answers to questions regarding the RFP document. It is recommended that Contractors bring a copy of the RFP document to this meeting. Please note that only those who attend the mandatory meeting may submit a bid proposal.



RSVPs are not required but are helpful in determining the required City staff needed to assist at the conference. Please use the "RSVP" button on the PlanetBids site to RSVP prior to the pre-proposal conference.

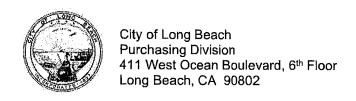
### 4.3 Method of Submission

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.

RFP cover page shall be signed in ink, scanned, and included with narrative proposal in the electronic proposal submission.

Submit proposal online at: <a href="http://www.planetbids.com/portal/portal.cfm?CompanyID=15810">http://www.planetbids.com/portal/portal.cfm?CompanyID=15810</a>

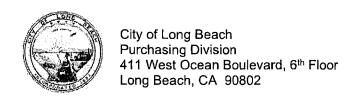
- 4.4 **Proposals must be received by 11:00 (PT) on October 8, 2020.** Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.



- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts the narrative/technical proposal and the cost proposal. THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be uploaded separately, but submitted together.

# 4.11 A responsive RFP will include the following completed documents:

- Narrative Proposal
- Cost Proposal, including Exhibit 1
- **City Required Forms** shall be one separate file and uploaded separately from the SOQ on the general attachment tab in PlanetBids:
  - Attachment A Compliance with the Terms and Conditions of the RFP, signed with any exceptions noted
  - o Attachment C Statement of Non-Collusion, signed and dated
  - Attachment D Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated
  - Attachment E Consultant's W-9
  - Attachment F Secretary of State Registration. Consultants must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the SOQ is not mandatory; however, if the Consultant has already filed, it may be uploaded as a general attachment.
  - Attachment G Completed, signed and dated Equal Benefits Ordinance (EBO) Form.
  - Addenda (if applicable)
- Financial Documentation/Statements See Section 9.1



# 5. PROPOSAL EVALUATION AND AWARD PROCESS

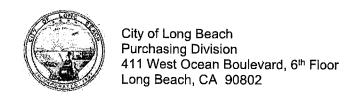
- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
  - 5.1.1 Demonstrated competence;
  - 5.1.2 Experience in performance of comparable engagements;
  - 5.1.3 Expertise and availability of key personnel;
  - 5.1.4 Financial stability;
  - 5.1.5 Conformance with the terms of this RFP; and
  - 5.1.6 Reasonableness of cost
  - 5.1.7 Genetec certification for vendors selling/integrating Genetec software, licensing, and the purchase of Streamvault servers
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any proposal term from prospective Contractors.
- Awarded Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.
- 5.7 The City reserves the right to award contracts to multiple Contractors.

# 6. PROTEST PROCEDURES

6.1 Who May Protest

Only a Proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A Proposer may not rely on the protest submitted by another Proposer but must pursue its own protest.

6.2 Time for Protest



The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all Proposers who submitted a proposal via the City's electronic bid notification system at <a href="http://www.longbeach.gov/purchasing/default.asp">http://www.longbeach.gov/purchasing/default.asp</a>. A Proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for Proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

## 6.3 Form of Protest

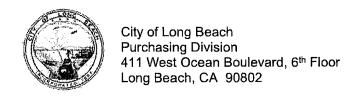
The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

# 6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

# 6.5 Limitation of Remedy

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



# 7. PROJECT SPECIFICATIONS

Video installation, maintenance, and repairs will be individually project-specific. Activities may include removal of existing camera hardware and ancillary equipment, power, and cabling for recycle/e-waste; the installation of new camera hardware (license, software, plug-ins, etc.), cabinets, power sources, Corning fiber-optic cable, SYSTIMAX cabling, testing, turn-up, configuration and installation documentation; fiber splicing, trenching, and boring as required. Maintenance may include: replacement of cameras that are not functioning or are otherwise damaged in traffic intersections and at city facilities. The vendors are to provide their own bucket truck and traffic management as required per intersection. All vendors are **required** to provide an example project cost proposal. See Exhibit A.

## 8. WARRANTY/MAINTENANCE AND SERVICE

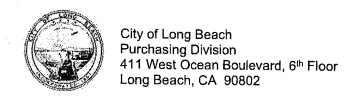
- 8.1 All vendor furnished equipment, wiring, signs, etc. shall have a minimum warranty that extends for one (1) year and include onsite repairs and troubleshooting. Services for the removal of equipment to be replaced/repaired, or the advance offer of replacement for defective/failed equipment, and the return of defective/failed equipment to the manufacturer, shall be provided by the vendor at no additional charge.
- 8.2 All labor services shall have a one (1) year warranty to include damage caused by incorrectly installed wiring or equipment, along with any other foreseeable installation oversights, and/or equipment left in easily accessible areas where vandalism or damage may occur during the installation processes.

# 9. COMPANY BACKGROUND AND REFERENCES

## 9.1 Primary Contractor Information

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

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (http://www.sos.ca.gov/business/).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.



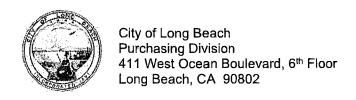
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- All Contractors and Subcontractors must include a copy of their California Contractor License with their proposal and shall be disqualified if unable to legally contract work.
- Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:
  - a) Financial Statement or Annual Report;
  - b) Business tax return;
  - c) Statement of income and related earnings;

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

#### 9.2 Subcontractor Information

Tobalitator information				
9.2.1	Does this proposal include the use of subcontractors?			
	Yes	No	Initials	
	If "Yes", Contractor must:			
	9.2.1.1	Identify specific subcon	tractors and the specific requirements of this posed subcontractor will perform services.	
	9.2.1.2	Provide the same informin Section 9.1 for the Co	mation for any subcontractors as is indicated ontractor as primary contractor.	
	9.2.1.3	References as specified for any proposed subco	d in Section 9.3 below must also be provided ontractors.	
	9.2.1.4	The City requires that payment of any subcon	the awarded Contractor provide proof of tractors 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 require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to www.longbeach.gov/finance/business\_license.

# 10. <u>COST</u>

Consistent with Section 4.10, the Cost Proposal is to be a separate document.

- 10.1 A standard fee schedule shall be provided. The fee schedule should include the hourly rates associated with the tasks listed in Section 7 Project Specifications. Fee schedule should include, as applicable:
  - The hourly rates for weekday work during normal business hours
  - Non-standard rates (overtime, weekends, and holidays)
  - Number of hours expected to accomplish each task
  - Any other charges such as standby time or travel time
- 10.2 When requested by City staff to submit a new system proposal during the term of the contract/agreement, the proposal shall provide line by line detail to include model number, manufacturer, cost, quantity, and extended costs.



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

- 10.3 The fee to be paid to the Contractor will be made at the Contractor's established billable rates for the staff hours and expenses actually accrued in producing the required services, up to a maximum fee to be established thorough negotiations.
- 10.4 Billable rates shall not include mark-ups on reimbursable items; no additional payment will be made for those items. The City will neither reimburse the Contractor for mileage, office supplies, overhead expenses, or for the use of computer equipment.
- 10.5 All Subcontractor fees and costs shall not include mark-ups and will be reimbursed on an actual-cost basis. The City will not reimburse for a subcontractor's mileage, office supplies, overhead expenses, or for the use of computer equipment.
- 10.6 Contractor shall not allow any subcontractor to markup expenses, nor shall the Contractor markup Subcontractor fees or out of pocket expenses. The City shall only pay for Subcontractor's reimbursable expenses on an actual-cost basis.
- 10.7 The City does not warrant or guarantee that the total contract amount will be reached or that any specific amount of work will be authorized during the term of the contract.
- 10.8 In addition to the rate sheet, proposers should also include **Exhibit 1** Sample Proposal as part of their Cost Proposal.

## 11. BONDS

Not Applicable

# 12. <u>ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE</u>

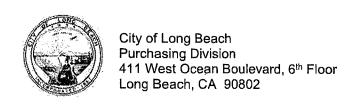
Any Contract arising from this procurement process may be funded in whole or in part by various granting entities. Pursuant to said grants, the Awarded Contractor is required to comply with (and to incorporate into its agreements with any sub-contractor) the following provisions in the performance of the Contract, as applicable.

- 12.1 Order of Precedence In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.
- 12.2 Access to Contractor's Records The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

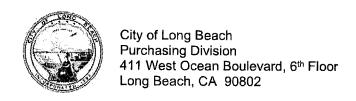


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- 12.3 Americans with Disabilities Act The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland "Anti-Kickback" Act The Awarded Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).



- 12.10 Environmental Legislation The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).
- 12.12 Minority, Women and Other Business Enterprise Outreach In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).
- 12.13 National Preservation Acts The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faithbased and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.



- 12.15 Patent Rights The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.
- 12.16 Payments, Reports, Records, Retention and Enforcement The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
- 12.17 Publications All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- 12.18 Rights to Data The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produces under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.19 Rights to Use Inventions City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

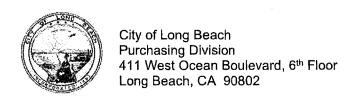
# 13. TERMS, CONDITIONS AND EXCEPTIONS

13.1 This contract will be for a period of 24 months with three (3) annual renewal options at the discretion of the City. The contract term will not exceed 60 months.



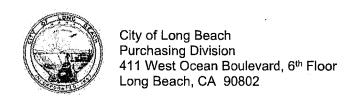
City of Long Beach Purchasing Division 411 West Ocean Boulevard, 6<sup>th</sup> Floor Long Beach, CA 90802

- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their



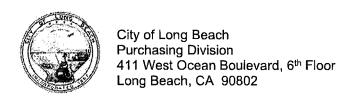
proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.

- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents,



without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.
  - All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the Proposer is selected for award of a contract.
- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal



and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

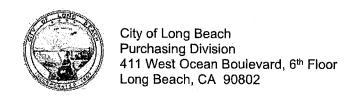
In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement,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

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

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.

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

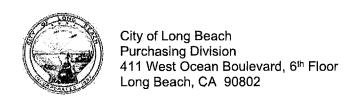
Contractor agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 et seq. City makes no



representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

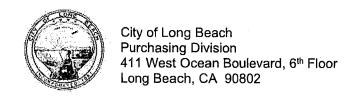
In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public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

- 13.28 Proposers are advised that every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract/project over the dollar threshold specified in Section 2.2(a) of the City of Long Beach Project Labor Agreement (PLA), shall be bound to all applicable requirements of the PLA. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance."
- 13.29 CALIFORNIA WAGE RATE REQUIREMENTS: Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work. This project will be subject the 2020-1 prevailing wage determined by the Director of the Department of Industrial Relations for the State of California. The Contractor to whom the Contract is awarded, and its subcontractors, shall pay to all workers in the performance of the Work not less than the prevailing rate of wages needed to execute the contract. Copies of schedules of prevailing wage rates may be obtained on the California Department of Industrial Relations website http://www.dir.ca.gov/dlsr. Bidders are directed to Section 7-2, "Labor," of the Standard Specifications, and to Division H, Subsection 7-2.2, "Prevailing Wages," for requirements concerning payment of prevailing wages, payroll records, and hours of labor. [California Labor Code Section 1773.2] [LBMC 2.87.120]
- 13.30 **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE:** This project is a public work and subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be



awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

- 13.31 CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH: Each contractor and every lower-tier subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system. Use of the system may entail additional data entry of weekly payroll information, including employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software. This requirement will be a 'flow-down' requirement to every lower-tier subcontractor and vendor required to provide labor compliance documentation.
- 13.32 APPRENTICESHIP EMPLOYMENT: The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply. Proposers are advised that if a task/job order is issued over the dollar threshold as specified in Section 2.2(a) of the City of Long Beach Project Labor Agreement (PLA), proposers and all subcontractors shall be bound to all applicable requirements of the PLA for the duration of that specific task/job order.

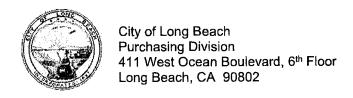


#### Exhibit 1

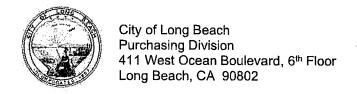
## **Sample Project Cost Proposal**

Configuration of all hardware and software will be performed by City staff. Vendor is to provide labor and parts for this example project called Shoreline Drive and Shoreline Village Drive upgrade project. This sample proposal shall be included as part of your Cost Proposal.

- 1.1 The project is to remove and upgrade all hardware at the Shoreline Dr/Shoreline Village Dr intersection on the southeast pole. This location will be upgraded with Cisco switches and Hanwha cameras, and it will be connected to the City's fiber backbone.
  - 1.1.1 At the intersection of NW and SE intersection of Shoreline Dr/ Shoreline Village Dr the City will require that the vendor remove all camera hardware from the two poles including camera, power inside enclosure and Wi-Fi antenna.
- 1.2 The City will require an expansion Cabinet M64401 56X26X12 Caltrans-Natural-Best Lock to be installed on the side of the traffic signal cabinet located at the SE intersection of Shoreline Dr/Shoreline Village Dr. The vendor will bring in a dedicated 110 power outlet single gang from the meter located in the at the SE corner of Shoreline Dr/Shoreline Way to the inside of the expansion cabinet.
- 1.3 There is a 12-strand single mode loose tuber fiber coiled at the traffic signal pull box on the SE corner of Shoreline Dr/Shoreline Village Dr. The City will require that this fiber be brought inside the expansion cabinet and provide a WCH-02P enclosure with a CCH-CS12-A9-P00RE cassette with LC terminations to be hung inside the expansion cabinet, leaving any excess fiber coiled inside the traffic signal pull box.
- 1.4 The other end of this fiber extends across the street at the NE side of Shoreline Dr/Shoreline Village Dr and its coiled up in an enclosure. The City will require 4 strands to be spliced into an existing fiber on Shoreline Drive going west to an existing splicing enclosure.
- 1.5 The City will require a corning 12 strand loose tube fiber at the Pine/Shoreline Dr intersection and splice 4 strand then run this fiber inside the traffic enclosure and provide WCH-02P enclosure with a CCH-CS12-A9-P00RE cassette with LC terminations and to be hung inside the traffic cabinet leaving any excess fiber coiled inside the traffic signal pull box.
- 1.6 At the SE Traffic Pole of Shoreline Dr/Shoreline Village the City will require to purchase and install a Hanwha PNM-9230VQP camera with 4 Hanwha SLA-5M3700P lenses, strap a Pelco PA402 pole adapter and install a Pelco IWM-GY arm.



- 1.7 Install one Cat 6 OSP CommSCOPE CAT6 CS34P-10BLCK C6 4/23/UTP RL1KFT from the camera to the cisco switch inside the expansion cabinet and terminated with RJ 45's on both ends.
- 1.8 Inside the expansion cabinet you will purchase and install a 1-Cisco 3560CX-12PD-S with Cisco GLC-LH-SM SFP and two SM LC to LC patch cables.
- 1.9 Purchase and install one SSIQ8-R2-i5-8SE with a power supply PSU-R-240, to be installed inside the expansion cabinet.
- 1.10 Vendor to provide traffic control as required.
- 1.11 Vendor to provide their own bucket trucks as needed.
- 1.12 Vendor to provide all manufacturer and installation documentation.
  - 1.12.1 Documentation will include, serial numbers, model number, IP address, Mac Address, installation dates, and locations
- 1.13 Obtain all necessary permits required by the City.
- 1.14 For the **Genetec vendors only**, please provide a quote for
  - 1.14.1 SV-4011E-R14-96T-12-210 -BCD Genetec Server
    - 1.14.2 1 Genetec Camera License
    - 1.14.3 1 Genetec Camera Advantage
    - 1.14.4 1 Genetec/Lenel Plug in



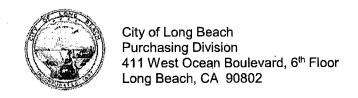
## **Attachment A**

# CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Requestor Proposal. Any exceptions MUST be documented.					
SIGNATURE					
EXCEPTIONS: Att	ach additional sheets if necessary. Please use this format.				

# EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
	35. 1.55-7	



# **Attachment B**

#### **PRO-FORMA AGREEMENT**

(ATTACHED FOR REFERENCE; TO BE COMPLETED UPON CONTRACT AWARD.)

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

# AGREEMENT

THIS AGREEMENT is made and entered, in duplicate, as of
for reference purposes only, pursuant to a minute order adopted by the City Council of the
City of Long Beach at its meeting on, 20, by and between (NAME OF
CONTRACTOR), a (STATE) corporation/limited liability company etc ("Contractor"), with a
place of business at (ADDRESS), and the CITY OF LONG BEACH, a municipal corporation
("City").
WHEREAS, City requires specialized services requiring unique skills to be
performed in connection with (SCOPE OF WORK ETC.) ("Project"); and
WHEREAS, City has selected Contractor in accordance with City's
edministrative pure dune union a Deputation Deputation (#DEDN) (# 1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.

WHEREAS, City has selected Contractor 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 Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor 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:

#### SCOPE OF WORK OR SERVICES.

- A. Contractor shall furnish specialized services more particularly described in Exhibit "A-2", 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, not to exceed \_\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_), at the rates or charges shown in Exhibit "B".
- B. City shall pay Contractor in due course of payments following receipt from Contractor and approval by City of invoices showing the services or

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

- C. Contractor represents that Contractor has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.
- By executing this Agreement, Contractor warrants that D. Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. It the services involve work upon any site. Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Contractor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Contractor must immediately inform the City of that fact and may not proceed except at Contractor's risk until written instructions are received from the City.
- E. Contractor must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment,

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materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the City, except those losses or damages as may be caused by the City's own negligence.

- F. CAUTION: Contractor shall not begin work until this Agreement has been signed by both parties and until Contractor's evidence of insurance has been delivered to and approved by City.
- 2. TERM. The term of this Agreement shall commence at midnight on (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner.

#### 3. COORDINATION AND ORGANIZATION.

- Α. Contractor shall coordinate its performance with City's representative, if any, named in Exhibit "C", attached to this Agreement and incorporated by this reference. Contractor shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to Contractor information or materials, if any, described in Exhibit "D", attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.
- B. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Contractor's key employee, named in Exhibit "E" attached to this Agreement and incorporated by this reference. City shall have the right to approve any person proposed by Contractor to replace that key employee.
- 4. INDEPENDENT CONTRACTOR. In performing its services. Contractor is and shall act as an independent contractor and not an employee, representative or agent of City. Contractor shall have control of Contractor's work and the

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manner in which it is performed. Contractor shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Contractor acts in accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Contractor expressly warrants that neither Contractor nor any of Contractor's employees or agents shall represent themselves to be employees or agents of City.

#### 5. **INSURANCE**.

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

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

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policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

- (b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.
- (c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.
- (d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.
- B. Any self-insurance program, self-insured retention, deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.
- C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or selfinsurance maintained by Contractor. Contractor shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.
- D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180)

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

- E. Contractor shall require that all sub-contractors or contractors that Contractor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.
- F. Prior to the start of performance, Contractor shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Contractor shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Contractor and Contractor's sub-Contractors and contractors, at any time. Contractor shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.
- G. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Contractor, Contractor's sub-Contractors and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.
- H. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Contractor's performance or as full performance of or compliance with the indemnification provisions of this Agreement.
- 6. This ASSIGNMENT AND SUBCONTRACTING. Agreement contemplates the personal services of Contractor and Contractor's employees, and the

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

- 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement, certifies that, at the time Contractor executes this Agreement and for its duration, Contractor does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of that other client. And, Contractor shall obtain similar certifications from Contractor's employees, sub-Contractors and contractors.
- 8. Contractor shall furnish all labor and supervision, MATERIALS. supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary to or used in the performance of Contractor's obligations under this Agreement, except as stated in Exhibit "D".
- 9. OWNERSHIP OF DATA, All materials, information and data prepared, developed or assembled by Contractor or furnished to Contractor in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material and

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

- 10. TERMINATION. Either party shall have the right to terminate this Agreement for any reason or no reason at any time by giving fifteen (15) calendar days prior notice to the other party. In the event of termination under this Section, City shall pay Contractor for services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. The procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective date of termination, Contractor shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. Contractor acknowledges and agrees that City's obligation to make final payment is conditioned on Contractor's delivery of the Data to City.
- 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Contractor shall keep confidential all information, whether written, oral or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Contractor shall not disclose any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit of others except for the purpose of this Agreement.
- 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor knew prior to the time City disclosed it; or (b) is or becomes publicly available without breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does

- the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the RFP or make changes by altering, adding to or deducting from the work. No extra work may be undertaken unless a written order is first given by the City, incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement. Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in the time to perform of One Hundred Eighty (180) days or less, may be approved by the City Representative. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this paragraph do not apply to services specifically set forth in the RFP or reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that the services to be provided pursuant to the RFP may be more costly or time consuming than Contractor anticipates and that Contractor will not be entitled to additional compensation for the services set forth in the RFP.
- 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the City for any losses, costs, liabilities or damages suffered by the City, and all amounts for which the City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the City may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the City to exercise the right to deduct or to withhold will not, however, affect the obligations of Contractor to insure, indemnify and protect the City as elsewhere provided in this Agreement.

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

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

#### 17. PREVAILING WAGES.

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

B. In all bid specifications, contracts and subcontracts for any such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work,

and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

18. <u>ENTIRE AGREEMENT</u>. This Agreement, including all Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

#### 19. <u>INDEMNITY</u>.

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

B. In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant's expense by legal counsel approved by City, from and against all

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Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.

- C. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- D. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 20. FORCE MAJEURE. If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of such cause for failure to perform.
- 21. AMBIGUITY. In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

#### 22. NONDISCRIMINATION.

In connection with performance of this Agreement and subject to applicable rules and regulations, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Contractor shall ensure that applicants are employed, and that employees

are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 23. <u>EQUAL BENEFITS ORDINANCE</u>. Unless otherwise exempted in accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.
  - A. During the performance of this Agreement, the Consultant certifies and represents that the Consultant will comply with the EBO. The Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

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

- B. The failure of the Consultant to comply with the EBO will be deemed to be a material breach of the Agreement by the City.
- C. If the Consultant fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.
- E. If the City determines that the Consultant has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may

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terminate the Agreement on behalf of the City. Violation of this provision may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

- 24. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Contractor at the address first stated above, and to City at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Clerk at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.
- 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants that Contractor has not employed or retained any entity or person to solicit or obtain this Agreement and that Contractor has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Contractor breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.
- 26. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
- 27. CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 18, 21 and 28 prior to termination or expiration of this Agreement.
- 28. TAX REPORTING. As required by federal and state law, City is obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.

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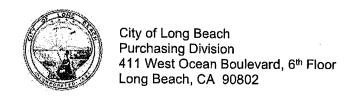
Contractor shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Contractor shall submit Contractor's Employer Identification Number (EIN), or Contractor's Social Security Number if Contractor does not have an EIN, in writing to City's Accounts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

- 29. ADVERTISING. Contractor shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.
- 30. AUDIT. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Contractor relating to this Agreement.
- 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

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.

CONTRACTOR)
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LONG BEACH, a municipal
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#### Attachment C

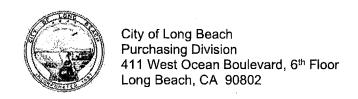
#### Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal and the Proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other Proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Authorized signature and date	uuuunin maanaan maanaa	 	alerter (1920)
Print Name & Title			



#### **Attachment D**

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

Please read Acceptance of Certification and Instructions for Certification before completing

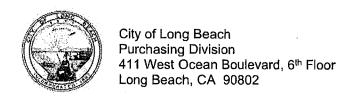
As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

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

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

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

Business/Contractor/Agency		
Name of Authorized Representative	Title of Authorized Representative	······································
Signature of Authorized Representative	Date	r20141001



# **Acceptance of Certification**

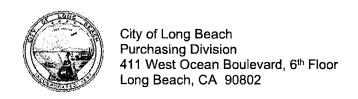
- 1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification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

# Instructions for completing the form, Attachment – Debarment Certification

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

If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.

Rev 12.11.13



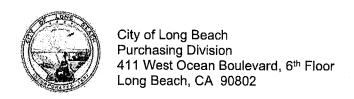
## **Attachment E**

# W-9 Request for Taxpayer Identification Number and Certification

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a>]

[Vendor Application Form is for internal City use only.]



Form W-9

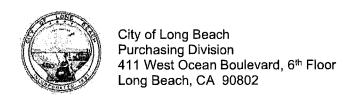
# **Request for Taxpayer**

Give Form to the

Departn	ecember 2014) controf the Treasury Revenue Service	Identification Numb		ation		requester. Do not send to the IRS.
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3. I an	n a U.S. citizen or	other U.S. person (defined below); and				
4. The	FATCA code(s) ei	ntered on this form (if any) indicating that I am exem	pt from FATCA reporting is	s correct.		
interes genera instruc	se you have falled at paid, acquisition	ns. You must cross out item 2 above if you have be- to report all interest and dividends on your tax retu- or abandonment of secured property, cancellation or than interest and dividends, you are not required	m. For real estate transact of debt. contributions to a	ions, item 2 do	es not app	ly. For mortgage
Sign Here	Signature of U.S. person	h	Date	<b>-</b>		
	eral Instruc		Form 1098 (home mortgate) (tuition)		)8-E (student	loan interest), 1098-T
		e Internal Revenue Code unless otherwise noted, rmation about developments affecting Form W-9 (such	• Form 1099-C (canceled			
as legis	lation enacted after	we release it) is at www.irs.gov/fw9.	<ul> <li>Form 1099-A (acquisition Use Form W-9 only if yo</li> </ul>			
-	ose of Form	M Out and the last of the state	provide your correct TIN.	•		a resident allen), to TIN, you might be subject
which n	vith the IRS must ob nay be your social se	W-9 requester) who is required to file an information that your correct turpsyor identification number (TIM) security number (SSM), individed taxpayer identification payer identification matter (ATIM), or employer	to backup withhakling: See By signing the filled-out	r.What is backup form, you:	viltholding	? on page 2.
identific you, or	ætion number (EIN), other amount report	to report on an information return the amount paid to able on an information return. Examples of information limited to, the following:	<ul><li>1. Certify that the TIN yo to be issued),</li><li>2. Certify that you are no</li></ul>			are waiting for a number
	1099-INT (interest e	•	3. Claim exemption from	backup withhol	ding if you ar	e a U.S. exempt payee, if
	,	, including those from stocks or mutual funds)	applicable, you are also ce any partnership income fro	rtifying that as a	.U,S∈person	your allocable share of
		types of income, prizes, awards, or gross proceeds)	withholding tax on foreign	partners' share	of effectively	connected income, and
property	)	Itual fund sales and certain other transactions by om real estate transactions)	4. Certify that FATCA co exempt from the FATCA to page 2 for further informati	porting, is corre	this form (if out, See What	any) indicating that you ar is FATCA reporting? on
	-	ard and third party network transactions)		•		

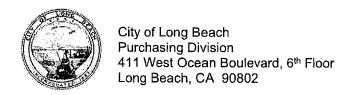
Cat. No. 10231X

Form W-9 (Rev. 12-2014)



# **VENDOR APPLICATION FORM**

Company Name		
(same as line 1 on W9):		
DBA Name		
(same as line 2 on W9):		leave blank if not applicable
Federal Tax ID Number (or SSN):	required (this number is a fed tax ID	: O SSN: O
Web Address:		
Purchase Order Address:	•	
Attn:		
City:		
State:	Zip Code:	
Contact Name:	•	
Email:		
Phone Number:		
Fax:		
Toli Free:		
	If 'remit to' address is the same as the purchase order address, pe	ut SAME in first box only
'Remit to' Address:		
Attn:		
City:		
State:	Zip Code:	
Contact Name:		
Email:		
Phone Number:		
Fax:		
Toll Free:		
r(O		
Type of Ownership:		_
Individual Partnership	Corporation LLC Nonprofit C	Government 🔘
Individual Partnership		•
Individual Partnership  Composition of Ownership (at lease	st 51% of ownership of the organization) (check all that apply	)
Individual Partnership	st 51% of ownership of the organization) (check all that apply	



#### Attachment F

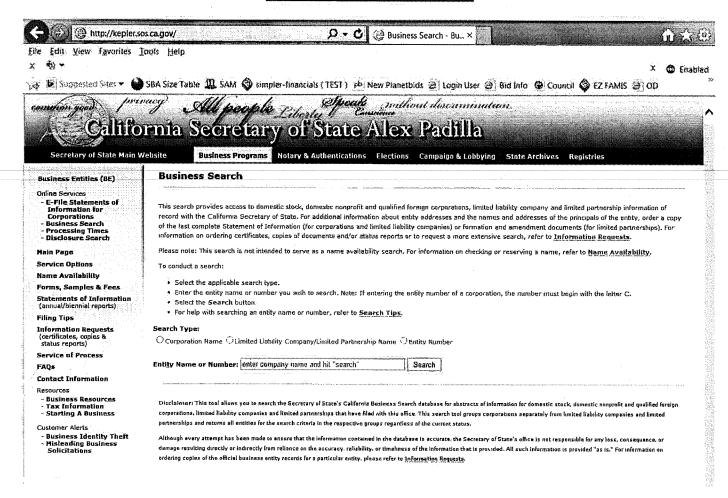
### **Secretary of State Certification**

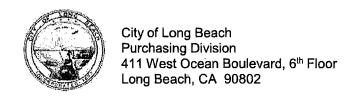
Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

#### www.kepler.sos.ca.gov/





#### **Attachment G**

# **Equal Benefits Ordinance (EBO) Compliance Form**

#### **EQUAL BENEFITS ORDINANCE DISCLOSURE FORM**

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

#### The EBO is applicable to the following employers:

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

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

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

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

#### Compliance with the EBO

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

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

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

Printed Name:	Title:
Signature:	Date:
Business Entity Name:	

RFP No. DV20-027 Attachment G

# CERTIFICATION OF COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

# Section 1. CONTRACTOR/VENDOR INFORMATION

Name:		Federal Tax II	D No.	
Address:		±		
City:		State:	ZIP:	
Contact F	Person:	Telephone:		
Email:		Fax:		
Section 2	. COMPLIANCE QUESTIONS			
A.	The EBO is inapplicable to this employees. Yes No		ause the Contractor/	√endor has no
- <b>B.</b>	Does your company provide (or employee benefits?Yes	make availab	le at the employees'	expense) any
	(If "yes," proceed to Question C. apply to you.)	If "no," procee	ed to section 5, as the	EBO does not
C.	Does your company provide (or benefits to the spouse of an employees No		le at the employees'	expense) any
D.	Does your company provide (or benefits to the domestic partner o Yes No (If you ansection 5, as the EBO is not apport both Questions C and D, please	f an employee' swered "no" to plicable to this continue to Q	? both questions C and contract. If you ans uestion E. If you ans	d D, proceed to wered "yes" to
E.	Question C and "no" to Question I Are the benefits that are available benefits that are available to the No	le to the spou	use of an employee i	dentical to the e?Yes
	(If "yes," proceed to section 4, a continue to section 3.)	as you are in	compliance with the	EBO. If "no,"
Section 3	PROVISIONAL COMPLIANCE			
Α.	Contractor/vendor is not in compoliowing date:	pliance with th	e EBO now but will	comply by the
	By the first effective date a contract start date, not to exceevidence of taking reasonable me	ed two years	s, if the Contractor/v	
	At such time that the nondiscrimination in benefits in the three months; or			

	Upon agreement(s).	expiration	of the	contractor's	current	collective	bargaining					
В,	If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.) Yes No											
Section 4. REQUIRED DOCUMENTATION												
At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.												
Section 5. <u>CERTIFICATION</u>												
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.												
Executed	this day of _		, 20,	at	·	MANUAL PROPERTY OF THE PROPERT						
Name			Signatur	ē	***************************************	······································						
Title	Personal distribution of the second s	Market and the second	Federal	Tax ID No	·	monanda de la compa						

RFP No. DV20-027 Attachment G

# OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4864

## ORDINANCE NO. ORD-09-0036

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONG BEACH AMENDING THE LONG BEACH MUNICIPAL CODE BY ADDING CHAPTER 2.73 ESTABLISHING AN "EQUAL BENEFITS ORDINANCE" REQUIRING CONTRACTORS ON CITY CONTRACTS TO PROVIDE EMPLOYEE BENEFITS TO THEIR EMPLOYEES WITH DOMESTIC PARTNERS EQUIVALENT TO THOSE PROVIDED TO THEIR EMPLOYEES WITH SPOUSES

WHEREAS, employee benefits comprise a significant portion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, the City of Long Beach prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, contractors with the City of Long Beach are required to comply with the City's nondiscrimination laws; and

WHEREAS, the City Council finds and determines that the public, health, safety and welfare will be furthered by requiring that public funds be expended in such a manner as to prohibit discrimination in the provision of employee benefits by City contractors between employees with spouses and employees with domestic partners, and between domestic partners and spouses of such employees;

NOW, THEREFORE, the City Council of the City of Long Beach ordains as follows:

|||

ARB:bg A09-01827 L:\Apps\ClyLaw32\\\PDocs\D023\P008\00171620.DOC Section 1. Chapter 2.73 is added to the Long Beach Municipal Code to read as follows:

# Chapter 2.73

# **EQUAL BENEFITS TO EMPLOYEES OF CITY CONTRACTORS**

# 2.73.010 Title and purpose.

This ordinance shall be known as the "Long Beach Equal Benefits Ordinance". The purpose of this Chapter is to protect the public health, safety and welfare by requiring that public funds be expended in such a manner as to prohibit discrimination in the provision of employee benefits by City contractors between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

# 2.73.020 Definitions.

- A. "Contractor" shall mean any person or persons, firm, partnership, corporation, or combination thereof, who enters into a contract with the City.
- B. "Domestic partner" shall mean any person who has a currently registered domestic partnership with a governmental body pursuant to state or local law authorizing such registration or with his or her employer or his or her domestic partner's employer.
- C. "Non-profit" shall mean a non-profit organization described in Section 501(c)(3) of the Internal Revenue Code of 1954 which is exempt from taxation under Section 501(c)(3) of that Code, or any nonprofit educational organization qualified under Section 23701(d) of the Revenue and Taxation Code.

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2.73.030 Contractors subject to requirements.

- A. The following contractors are subject to this Chapter:
- 1. For-profit entities which enter into an agreement with the City for public works or improvements to be performed, or for goods or services to be purchased, for an amount of One Hundred Thousand Dollars (\$100,000) or more; and
- 2. For-profit entitles which generate Three Hundred Fifty Thousand Dollars (\$350,000) or more in annual gross receipts and which occupy City property pursuant to a written agreement for the exclusive use or occupancy of said property for a term exceeding twenty-nine (29) days in any calendar year.
- B. The requirements of this Chapter shall only apply to those portions of a contractor's operations that occur (i) within the City; (ii) on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the City; and (iii) elsewhere in the United States where work related to a City contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or contractor.
- C. The City Manager or designee will provide a report to the City Council regarding the implementation of this ordinance no later than one year following the effective date of this Ordinance, and will consider among other items, whether the dollar thresholds set forth in subsections (A) and (B) should be modified.
- 2.73.040 Non-discrimination in provision of benefits.
- A. No contractor subject to this Chapter pursuant to Section 2.73.030 shall discriminate in the provision of bereavement leave, family

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medical leave, health benefits, membership or membership discounts, moving expenses, pensions and retirement benefits or travel benefits or in the provision of any benefits other than bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pensions and retirement benefits or travel benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees except as set forth in Subsections 2.73.040.A.1 and 2 below;

- In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit for the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee agreeing to pay the excess costs.
- 2. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measure to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.
- Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:
- Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;
- Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal

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FICE OF THE CITY ATTORNEY
FERT E. SHANNON, City Automay
Mest Ocean Boolevard, 11th Floor
Long Beach, CA 90802-4684

equivalent benefits; or

- 3. Provide benefits neither to employees' spouses nor to employees' domestic partners.
- C. A contractor will not be deemed to be discriminating in the provision of benefits where the implementation of policies ending discrimination in benefits is delayed following the first award of a City contract to a contractor after the effective date of this Chapter:
- 1. Until the first effective date after the first open enrollment process following the date the contract with the City is executed, provided that the contractor submits evidence that it is making reasonable efforts to end discrimination in benefits. This delay may not exceed two (2) years from the date the contract with the City is executed and only applies to benefits for which an open enrollment process in applicable.
- 2. Until administrative steps can be taken to incorporate nondiscrimination in benefits in the contractor's infrastructure. The timer allotted for these administrative steps shall apply only to those benefits for which administrative steps are necessary and may not exceed three (3) months. An extension of this time may be granted at the discretion of the City Manager upon the written request of a contractor, setting forth the reasons that additional time is required.
- 3. Until the expiration of a contractor's current collective bargaining agreement(s) where all of the following conditions have been met:
- a. The provision of benefits is governed by one or more collective bargaining agreement(s); and
- b. The contractor takes all reasonable measures to end discrimination in benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for the contractor to take

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III

whatever steps are necessary to end discrimination in benefits or by ending discrimination in benefits without reopening the collective bargaining agreement(s); and

- c. In the event that the contractor cannot end discrimination in benefits despite taking all reasonable measure to do so, the contractor provides a cash equivalent to eligible employees for whom benefits are not available. Unless otherwise authorized, in writing by the City Manager, this cash equivalent payment must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened, or in any case no longer than three (3) months from the date the contract with the City was executed. This cash equivalent payment shall not be required where it is prohibited by federal labor law.
- D. Employers subject to this Chapter pursuant to Section 2.73.030 shall give written notification to each current and new employee of his or her potential rights under this Chapter in a form specified by the City. Such notice shall also be posted prominently in areas where it may be seen by all employees.

# 2.73.050 Required contract provisions.

Every contract subject to this Chapter shall contain provisions requiring it to comply with the provisions of this Chapter as they exist on the date when the contractor entered the contract with the City or when such contract is amended. Such contract provisions may include but need not be limited to the contractor's duty to promptly provide to the City documents and information verifying its compliance with the requirements of this Chapter and sanctions for noncompliance.

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2.73.060 Waivers and exemption	ons.
--------------------------------	------

- A. The City may waive the requirements of this Chapter where the City Manager makes one or more of the following findings:
- 1. Award of a contract or amendment is necessary to respond to an emergency;
  - 2. The contractor is a sole source;
- 3. The contractor is a non-profit entity as defined in Section 2.73.020, above;
- Non compliant contractors are capable of providing goods or services that respond to the City's requirements;
  - 5. The contractor is a public entity;
- 6. The requirements of this Chapter are inconsistent with a grant, subvention or agreement with a public agency;
- 7. The City is purchasing through a cooperative or joint purchasing agreement;
- 8. The contract involves specialized legal services such that it would be in the best interests of the City to waive the requirements of this Chapter, as determined by the City Attorney;
- 9. The contract involves investment of trust moneys or agreements relating to the management of trust assets, City moneys invested in U.S. government securities or under pre-existing investment agreements, or the investment of City moneys where no person, entity or financial institution doing business with the City which is in compliance with this Chapter is capable of performing the desired transactions or the City will incur financial loss if the requirements of this Chapter are enforced;
- 10. After taking all reasonable measures to find an entity that complies with this Chapter, the City may waive any or all requirements of this Chapter for any contract or bid package advertised and made

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available to the public, or any competitive or sealed bids received by the City as of the effective date of this Chapter under the following circumstances:

- a. There are no qualified responsive bidders or prospective contractors who comply with this Chapter and the contract is for goods, a service or a project that is essential to the City or City residents; or
- b. The requirements of this Chapter would result in the City's entering into a contract with an entity that was set up, or is being used for the purpose of evading the intent of this Chapter.
- B. The requirements of this Chapter shall not be applicable to contracts executed or amended prior to the effective date of this Chapter, or to bid packages advertised and made available to the public, or any competitive or sealed bids received by the City prior to the effective date of this Chapter, unless and until such contracts are amended after the effective date of this Chapter and would otherwise be subject to this Chapter.
- C. The City Manager or designee may issue regulations from time to time implementing the provisions of this ordinance.
- D. The City Manager shall report to the City Council annually on the status of waivers and exemptions.
- 2.73.070 Retaliation and discrimination prohibited.
- A. No employer shall retaliate or discriminate against an employee in his or her terms and conditions of employment by reason of the person's status as an employee protected by the requirements of this Chapter.
- B. No employer shall retaliate or discriminate against a person in his or her terms and conditions of employment by reason of the person reporting a violation of this Chapter or for prosecuting an action for

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enforcement of this Chapter.

# 2.73.080 Employee complaints to City.

- A. An employee who alleges violation of any provision of the requirements of this Chapter may report such acts to the City. The City Manager may establish a procedure for receiving and investigating such complaints and take appropriate enforcement action.
- B. The City shall have the power to examine contractors' benefit programs covered by this Chapter.
- C. Any complaints received shall be treated as confidential matters, to the extent permitted by law. Any complaints received and all investigation documents related thereto shall be deemed exempt from disclosure pursuant to California Government Code Sections 6254 and 6255.

## 2.73.090 Remedies.

- A. Upon a finding by the City Manager that a contractor has violated the requirements of this Chapter, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided at law or in equity.
- The City Manager shall be authorized to terminate said contract and bar the contractor from bidding on future contracts with the City for three (3) years from the effective date of the contract termination.
- 2. In the City Manager's sole discretion, a contractor found to have willfully violated the requirements of this Chapter may be required to pay liquidated damages.
- 3. The City may seek recovery of reasonable attorneys' fees and costs necessary for enforcement of this Chapter.

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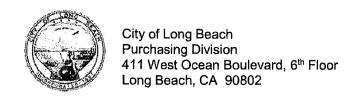
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- B. Notwithstanding any provision of this Chapter or any other Chapter to the contrary, no criminal penalties shall attach for any violation of this Chapter.
- C. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a cause of action to enforce any rights hereunder in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.
- D. Nothing in this Chapter shall be interpreted to authorize a right of action against the City.

Section 2. The City Clerk shall certify to the passage of this ordinance by the City Council and cause it to be posted in three (3) conspicuous places in the City of Long Beach, and it shall take effect on the thirty-first (31st) day after it is approved by the Mayor.

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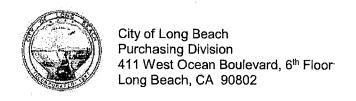
1	l he	reby certify that the fo	regoing ordinance was adopted by the City
2			meeting of <u>December 8</u> , 20 <u>09</u> , by the
3	following vote:	-	- · · · · · · · · · · · · · · · · · · ·
4			
5	Ayes:	Councilmembers:	Garcia, Lowenthal, DeLong,
6			O'Donnell, Schipske, Andrews,
7			Reyes Uranga, Gabelich, Lerch.
8	* * * * * * * * * * * * * * * * * * *		
9	Noes:	Councilmembers:	None.
10			
11	Absent:	Councilmembers:	None,
12	Anna anna anna anna anna anna anna anna		
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14	***************************************		
15			City Clerk
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# **Attachment H**

# **Insurance Requirements**

(This replaces the insurance requirements of the Proforma Agreement)



# Awarded Service Provider shall maintain insurance as required in the Insurance Section herein.

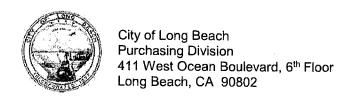
# Indemnification

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

#### Insurance

Concurrent with and as a condition of initiating this contract, selected provider shall procure and maintain at selected provider's expense for the duration of this contract including any extensions, renewals, or holding over thereof, from insurance companies that are admitted to write insurance in the State of California or that have ratings of or equivalent to an A:VIII by A.M. Best and Company, the following insurance:

- 1. Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93, including contractual coverage, and, as may be applicable to selected provider's operations and use of shelter and related Premises, products and completed operations liability, sudden and accidental pollution and cleanup liability, naming the City of Long Beach, its boards, commissions, officials, employees, and agents ("CITY") as additional insureds from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the selected provider in an amount not less than Two Million Dollars per occurrence and Four Million Dollars in aggregate. Said insurance shall be primary insurance with respect to CITY, shall include cross liability protection and shall not exclude coverage for abuse and molestation liability, and its insurer shall agree to waive its right of subrogation against the CITY.
- Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92, covering Symbol 1 in an amount not less than One Million Dollars combined single limit. Said insurance shall be primary insurance with respect to CITY and shall include cross liability protection.
- 3. Special perils property insurance in an amount sufficient to cover the full replacement value of selected provider's personal property, improvements, and equipment in the shelter and related Premises.
- 4. Workers' compensation insurance in an amount and form as required by all applicable laws. Said insurer of such coverage shall agree to waive its right of subrogation against the CITY.
- 5. Any self-insurance program, self-insurance retention, or deductibles must be approved separately in writing by CITY and shall protect the City of Long Beach, its boards, commissions, officials, employees, and agents in the same manner and to the same extent as they would



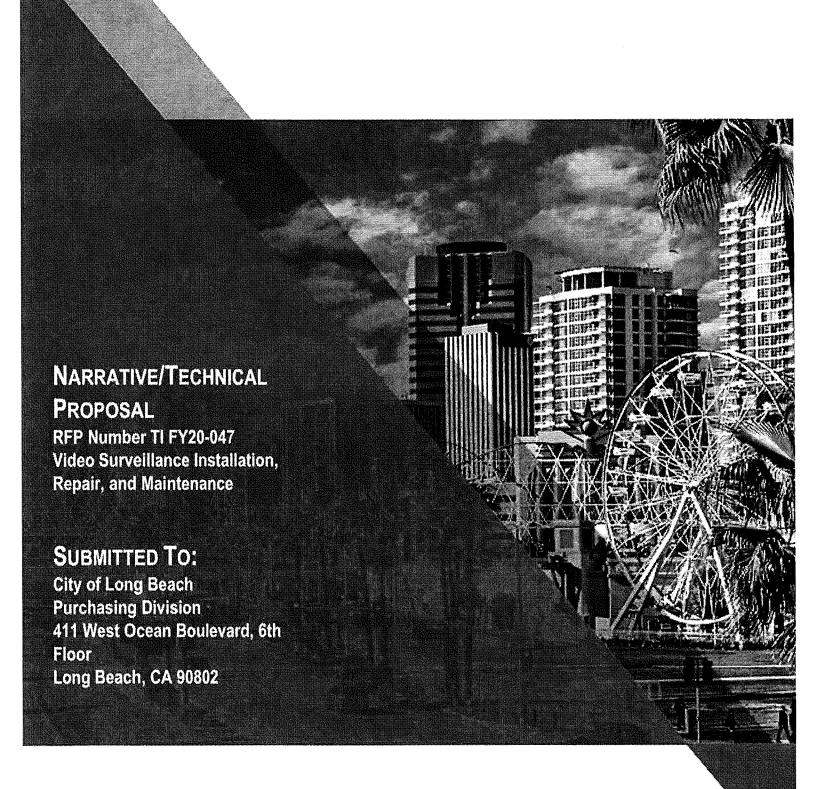
have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, changed, or canceled by either party except after thirty (30) days prior written notice to CITY, and shall be primary and not contributing to any other insurance or self-insurance maintained by CITY.

- 6. With respect to damage to property, CITY and selected provider hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.
- 7. Selected provider shall deliver to CITY certificates of insurance and original endorsements for approval as to sufficiency and form prior to occupancy of the new improvements. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless CITY'S Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three years.
- 8. Any subcontractors, if allowed by CITY, which selected provider may use in the performance of or under (or as parties to) this contract shall be required to indemnify the City to the same extent as the selected provider and to maintain insurance in compliance with the provisions of this section.
- 9. Such insurance as required herein shall not be deemed to limit selected provider's liability relating to performance under this contract. CITY reserves the right to require complete certified copies of all said policies at any time. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this contract. Selected provider understands and agrees that, notwithstanding any insurance, selected provider's obligation to defend, indemnify, and hold City of Long Beach, its officials, agents, and employees harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by the condition of the shelter and related Premises or in any manner connected with or attributed to the acts or omissions of selected provider, its officers, agents contractors, employees, subtenants, licensees, patrons, or visitors, or the operations conducted by selected provider, or the selected provider's use, misuse, or neglect of the shelter and related Premises.
- 10. To the extent that state or federal insurance or financial responsibility requirements exceed any of these insurance requirements, those requirements shall apply to this contract.
- 11. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the CITY's Risk Manager or designee.

requested.	а	Signature	below,	Proposer	agrees	เทลเ	insurance	requirements	can b	e provided	l as
Printed Name:						Title	<b>)</b> :				
Signature:			,			Date	<b>e</b> :				***************************************
			***************************************			•	***************************************	**************************************	***************************************		

# EXHIBIT "A-2"

Scope of Work





SUBMITTED BY **Birdi Systems, Inc.**723 East Green Street, Pasadena, CA 91101

# **AUTHORIZED REPRESENTATIVE:**

Garry Wood, Vice President (661) 295-0265 gwood@birdi-inc.com



# COVER LETTER

October 8, 2020

Attn:

Tina Schaper, Buyer I

City of Long Beach Purchasing Division

411 West Ocean Boulevard, 6th Floor Long Beach, CA 90802

Re:

Response to RFP TI FY20-047 For Video Surveillance Installation, Repair, and Maintenance

Dear Tina Schaper,

Birdi Systems, Inc. (BSI), is pleased to submit the following proposal to the City of Long Beach (COLB) in response to RFP TI FY20-047 For Video Surveillance Installation, Repair, and Maintenance. BSI is an award-winning, full-service systems engineering firm with a core emphasis on video surveillance and security systems. We are ISO 9001:2015 certified company, ensuring quality in all aspects of our work. We are well-positioned to provide COLB with design, installation, integration, and maintenance services for a new, video surveillance system. BSI is prepared to repair, refresh, replace, or expand, as needed, the existing video surveillance systems.

Our expertise in video systems and other low-voltage maintenance is reflected through the following contracts:

- Operations and maintenance (O&M) services for the 3,000+ camera closed circuit television (CCTV)/video management system (VMS) at Los Angeles International Airport (LAX), a system that consists of large complex wireless networks and multiple interfaces with other security systems;
- O&M services for all security systems at Ontario International Airport (ONT), including the 1200+ camera CCTV/VMS, the 400+ card reader access control and alarm monitoring system (ACAMS), and the computer aided dispatch (CAD) and credentialing systems; and
- O&M services for Foothill Transit's electronic security systems across multiple sites throughout the San Gabriel Valley.

Another one of our innovations is the Systems Facilities Operations Readiness (SFOR™). This process helps to align stakeholder values with project objectives and identifies and mitigate risks on installation projects before they become critical. The SFOR™ methodology is a key part of BSI's approach to successfully executing design, installation, integration, and maintenance contracts. This includes our achievements on the following installation projects, similar to those described in this RFP, demonstrated below:

- Installation and design of the 1000+ camera video surveillance system, a 450+ card reader ACAMS at the \$1.6 billion LAX Midfield Satellite Concourse (MSC).
- Provided design-build and installation services of 200+ camera at the Glendale Jail.
- Replaced, installed, and integrated Santa Barbara Municipal Airport's (SBA) 88 CCTV cameras, 98 doors, 129 card readers, a vehicle loops detector, and three perimeter intrusion detectors.
- Installed a 270+ camera CCTV and VMS for Los Angeles County Metropolitan Transportation Authority (LA Metro) at the Los Angeles Union Station Gateway complex.
- Design/build services for 2,000 CCTV cameras and ACAMS for the \$5+ billion LAX Automated People Mover (APM) project.

Pasadena | Los Angeles | San Diego | Washington, D.C. | Jacksonville FL | Dallas TX Phone: (213) 550-4250 • Fax (626) 628-1761 • <a href="https://www.birdi-inc.com">www.birdi-inc.com</a>

We greatly appreciate the opportunity to respond to this RFP and demonstrate how our technical expertise and unique understanding of the requirements for this project will meet not only meet, but also exceed COLB's expectations. BSI acknowledges receipt of Addendum 1, dated September 21, 2020. We have thoroughly reviewed the RFP and will abide by the requirements listed therein. BSI's authorized representative and point of contact for clarification and all contract negotiations is:

Name:

Garry Wood, Vice President

Mailing Address:

723 East Green Street, Pasadena, CA 91101

Phone Number:

(661) 295-0265

Email Address:

gwood@birdi-inc.com

Authorized Representative Signature:

The above address is also the address of the office performing the work. The offer presented in this proposal is binding and shall remain open for 60 days from the due date of this RFP. This proposal cannot be withdrawn within that time without the written consent of COLB.

Sincerely,

Moninder S. Birdi, President Birdi Systems, Inc.

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# BIRDI SYSTEMS, INC.

# **Company Profile**

# **Ownership**

Birdi Systems, Inc. (BSI), dba Birdi & Associates, is entirely owned by our founder and president, Moninder Birdi. The company was incorporated in California on October 25, 2006.

#### Locations

Our headquarters/main office is in Pasadena and will be the office servicing any California accounts. Our other California branch offices are located in Los Angeles, San Francisco, and San Diego. We also have other nationwide branch offices in Washington, D.C.; Jacksonville, Florida; and Dallas, Texas. The following table shows the address of each location.

CITY	ADDRESS
Pasadena, CA (HQ)	723 East Green Street Pasadena, CA 91101
Los Angeles, CA	6033 W. Century Blvd., Suite 630, Los Angeles, CA 90045
San Diego, CA	525 B Street, Suite 1500, San Diego, CA 92102
Washington, D.C., CA	2450 Crystal Drive, Suite 500, Arlington, VA 22202
Jacksonville, FL	4640 Sub Chaser Court #106, Jacksonville, FL 32244
Dallas, TX	2338 Robinhood Drive, Grand Prairie, TX 75050

# **Employees**

BSI currently has approximately 120 employees nationally, with around 75 local to Southern California. We have one full-time executive who lives in the City of Long Beach. BSI's employees are assigned from our Pasadena headquarters.

## **Point of Contact**

Garry Wood, Vice President 723 East Green Street, Pasadena, CA 91101 (661) 295-0265 gwood@birdi-inc.com

# **Company Background**

Birdi Systems, Inc. (BSI) is an award-winning, full-service security systems engineering consulting and contracting corporation with a proven track record in providing end-to-end services for various electronic systems, including CCTV and other video management systems, at heavily trafficked municipal sites. Through this experience, BSI has steadily grown to become a leader in security solutions and systems engineering across Southern California. Today, we are expanding on a national level and provide our services in several states across the country.

Since our founding in 2006, BSI has presented our clients – Los Angeles County Metropolitan Transportation Authority (LA Metro), Los Angeles World Airports (LAWA), City of Glendale, Ontario International Airport Authority (OIAA), among others – with the successful installation, maintenance, and repair of low-voltage security systems in mission critical environments. We have consistently demonstrated the ability to support live, public infrastructure sites and secure facilities without unscheduled interruptions while ensuring the safety and security of the public.

Some of our relevant projects with the aforementioned clients include:

■ LAWA VISION CCTV/VMS Operations and Maintenance, Technical Support Services, and Enhancements: Maintenance, repair, and systems integration services for the more than 3,000 cameras, complex wireless networks, and multiple interfaces of the airport's video surveillance system.



- \*\* LA Metro Union Station Video Surveillance System Upgrade/Replacement: Full-service design-build of a complex CCTV and video surveillance system, with more than 270 cameras and wireless and wired infrastructure, at the Los Angeles Union Station Gateway Complex.
- LAWA Midfield Satellite Concourse: Project management, design, and implementation of 1,020 CCTV cameras, a video management system, access control card readers, and wireless network infrastructure in the Los Angeles International Airport (LAX) MSC terminal.
- Glendale Jail Security System Upgrade: Project management, designbuild, and integration services to deliver a complete replacement of the jail control system, including cameras and video storage, for the Glendale Police Department.
- OIAA CCTV/VMS Operations and Maintenance: Maintenance, repair, and design-build services for the CCTV and video management, access control and alarm monitoring, panic/duress, intercom, and other low-voltage systems and infrastructure at Ontario International Airport (ONT).
- SBA Security Systems Rehabilitation Program: Replacement, installation, and systems integration services for Santa Barbara Municipal Airport's (SBA) security systems, including 88 CCTV cameras and three perimeter intrusion detectors with three thermal cameras for each PIDS device

A primary reason for our success is our strong project management expertise and capability to self-perform on systems projects from start to finish. BSI's full-service capability, and our comprehensive understanding of our clients' built environments, enables us to provide exceptional, personalized service that responds to the specific challenges of their unique project settings. This provides COLB with the following benefits:

# CLIENT COMMENDATION

"I commend and thank BSI for their leadership, adherence, and purposeful work for the City of LA. In ensuring efficiency of operations and safety, BSI has also demonstrated the capacity to encompass aviation technology, software development, and security systems. Since 2006, your services have proven a dedicated and innovative work for various City departments."

# Eric GarcettiMayor of Los Angeles

on BSI's use of the SFOR™ at the Port of Los Angeles

- A best-value proposition that minimizes costs and markups by reducing third-party dependencies and execution risks. This increases the probability of project success, rapid response, and quality of work.
- A firm with technical resources that comprehensively understand all system layers and develop innovative solutions.
- A self-performing team that addresses all of the needs for this contract, providing the benefits of:
  - A single point of contact;
  - Personalized experience;
  - Reduced overhead;
  - o Reduced execution risks; and
  - A prime contractor with a strong background in design/build and project management.

These strengths are exemplified by our team's unique, demonstrated ability to do engineering work and installation. BSI's approach is one of our core competencies and key differentiators on these types of projects:

■ BSI recognizes that some of the major roadblocks in security system installations are the risks that come with commissioning and activation. These risks can result in system delays and malfunctions both during and after activation, which can compromise site security and cost both time and money to correct. BSI prevents these risks with our Systems Facilities Operations Readiness (SFOR™) process, which analyzes specifications and current conditions, as well as future conditions, to identify and mitigate potential risks and support a flawless

- day-one activation. BSI has successfully applied SFOR™ at a wide range of public agencies, including LAWA and LA Metro, preventing needless change orders and schedule delays.
- Because our capability ranges from concept design to implementation and integration, we innovate by utilizing our technical expertise in every step of the process. BSI harnesses our knowledge of design engineering, systems integration, construction management, software development, and utilities to manage the inherent challenges in planning, construction, testing, and deployment. Our solutions provide results quickly and allow the end user to make decisions in real-time to maximize returns on existing investments.
- BSI is an ISO 9001:2015 certified company, evidencing the fact that we maintain a keen focus on quality for all of our projects. Our commitment, From Solutions to Service, ensures project success with a "client first" mentality, an unwavering service ethic, and an emphasis on formalized quality management procedures in our project management methodology.

Systems integration and ensuring that new technologies work within legacy environments is one of BSI's core competencies. BSI specializes in custom approaches to security systems and infrastructure for broad use within municipal and public spaces. Our capability ranges from concept design to implementation and integration of security systems. Our firm has a distinct advantage when installing and integrating low-voltage security systems, including video management and storage, access control, intercom, panic/duress, police computer aided dispatch, and touchscreen control systems. BSI has broad hardware and software capabilities that allow us to ensure seamless operations from day one. We have extensive experience providing our clients with technical support and smooth cutovers within active environments.

# Length of Time Providing RFP's Services

BSI has supported Southern California agencies with various installation, maintenance, and repair requirements for more than a decade. One of our core strengths as a firm is that we offer clients the advantage of a service provider with comprehensive, end-to-end technical expertise for video surveillance systems.

To demonstrate the length of time we have provided similar services to the ones requested by COLB, BSI has put together a table compiled of our relevant projects over the span of several years, as well as a graphic depicting our awards and commendations we have received from clients.

The project table and awards and commendations graphic follow:



Atlanta Hartsfield-Jackson International Airport (ATL) Security Systems Design  January 2008-January 2009  Value	Security systems engineering designs to modernize and expand the existing security systems Implementation management support for ATL's Access Control, CCTV, and CATV systems Program Planning  Development of regulation-compliant engineering designs and specifications for Access Control, CCTV, and CATV systems	ACHIEVEMENTS  BSI's expertise and knowledge of federal requirements for access control and access control design was critical for the successful completion and compliance of the overall security system expansion and modernization.
	1	
San Diego International Airport (SAN) Terminal Development Program (TDP)	<ul> <li>Developed and managed the program from inception to completion, including planning, program packaging, performance parameters, project controls</li> </ul>	BSI received the 2011 Small Business of the Year Award for the implementation of the SFOR™ to the SAN TDP and achieving overall program savings and
December 2008-January 2015 \$5+ million	system support, program management, project management, construction management, business process engineering, and OA/OC	successful terminal activation.  "We had gold in the SFOR Concept of Operations"
	<ul> <li>Security and communications system integration and assessment</li> </ul>	- Program Director, SAN TDP
	Concept design and technical/functional specifications Commissioning and activation using the SFOR <sup>TM</sup> Development of IT construction and security	"The SFOR ConOps ensured movement towards mission and kept people focused on the target." - ERP, SAN TDP
	Standards Concept of Operations	"The SFOR™ ConOps helped pin-point the important elements." - Airside Operations Manager
Dispatch (CAD) System O&M  June 2010-Date	<ul> <li>24/7 support, maintenance, and upkeep of LAX's Data 911 Police CAD system with multiple interfaces</li> </ul>	BSI developed the interface between the NICE situational awareness system (Situator) at the Airport Response and Coordination Center (ARCC) and LAWA's CAD system in an extremely short period of



•		**************************************
\$10+ million	<ul> <li>219 mobile computers, 75 PCs, 16 mobile and seven</li> </ul>	time to meet a tight deadline for the ARCC
	nixed Automatic License Plate Recognition (ALPR)	
	ACAMS integration	
	<ul> <li>Motorola MDC services for 80+ police vehicles</li> </ul>	
	<ul> <li>CAD user PC and application issue resolution, and</li> </ul>	
	CAD database backup	
City of Beverly Hills (COBH) Jail	<ul> <li>Jail Control System upgrade and the replacement of</li> </ul>	"BSI is a very professional organization and we turn to
Control System Upgrade/ Replacement	CCTV cameras in the facility	them for all our security system needsWe have not
	<ul> <li>Project management, design, and implementation</li> </ul>	received the same responsiveness from other
August 2013-December 2014	Services of the services of th	contractors."
\$489,000	<ul> <li>Managing the construction of infrastructure, systems</li> </ul>	- Project Manager, COBH
	installation, testing, commissioning, and activation	
	<ul> <li>Furnished and installed a replacement PC</li> </ul>	
	workstation with a flat panel display at both the	
	primary control station and the alternate control	
	station (visitor intake area)	
	<ul> <li>Installed the upgraded software packages and OSSI</li> </ul>	
	hardware interfaces for intercom connection and	
	existing lock controls	
5 LAX Bradley West Terminal 4	<ul> <li>Designed, furnished, and installed 45 ACAMS card</li> </ul>	BSI helped save Turner, the general contractor,
Connector	readers	millions of dollars in unanticipated, additional costs by
	<ul> <li>System design, procurement, installation, and testing</li> </ul>	designing an innovative solution that helped the team
February 2014-June 2016 \$1.5 million	<ul> <li>Implemented complex physical access control system to meet CRP requirements</li> </ul>	BSI's portion of the project was completed on budget
	Engineered design for ACAMS interface to provide	and within schedule.
	interlock operation of mantrap doors	
6 LAX Police Dispatch Center Relocation	<ul> <li>System infrastructure and transition design,</li> </ul>	"Congratulations everyone! A great deal of work
and Renovation	equipment, construction, integration, commissioning,	completed in a short amount of time. A huge success
	and activation	for this team! Looking torward to seeing the renovated
June 2015-January 2016	Established temporary dispatch center	space. Long awaited and much needed improvement for such a well deserving group."
		**************************************



Ontario International Airport (ONT) Security Systems O&M, Technical Enhancements, and Support Services September 2016-Date; under several service contracts Not to exceed \$1.37 million		LAWA ACAMS Operations & Maintenance (O&M) and Technical Enhancements  November 2012-December 2019 \$7 million	7 LAX Midfield Satellite Concourse • (MSC) • June 2016-Date \$5.7 million	\$385K task order under \$3.8 million contract
Preventative maintenance, break/fix response, and design/build services for ACAMS with 450+ card readers, CCTV/VMS, credentialing, duress/panic, AED, intercom, and low-voltage cabling systems Developed interfaces between ACAMS, CAD, and City's fire-life safety system with monitoring capabilities  Developed Message Broker between ONT ACAMS and City's police dispatch  Upgrading ACAMS from Lenel Picture Perfect to Lenel OnGuard and integrating with other systems	Upgraded ACAMS firmware and hardware Replaced UTC Secure Perfect system in Childcare Center with AMAG Symmetry Implemented BSI's Systems Commander fault monitoring and management tool	24/7 base-level support for 4,000+ card readers, 400+ micro-controllers, four servers, 40+ work stations, and Lenel Picture Perfect database Moves/Adds/Changes (MACs) and above-base support Replaced ACAMS servers	Security and special systems design-build support Project management, design packages, integration support for systems implementation 1,020 CCTV cameras, 450+ card readers, and wireless network infrastructure	Removed and updated all communications infrastructure Managed ACAMS and related system interconnections during relocation and renovation
BSI's service manager, technicians, and software engineers have ensured operational status of the environment was maintained through onsite staffing assistance, immediate response, and documented assessment for the troubleshooting and repairs.  As part of one of the MACs in this contract, BSI installed ACAMS workstations and remote intercoms across the City with seamless continuity and integrity of security operations during the ownership transition period from LAWA to Ontario International Airport Authority (OIAA).		"Due to the Systems Commander, I have gained a much better understanding of the complexity of the security system and enhanced awareness of its security operations." -Sr. Communications Engineer, LAWA	This effort requires a thorough understanding of regulatory requirements for video surveillance and access control. BSI's scope of the project is being provided on schedule and within budget.	-IMTG Division Manager, LAWA



		one in the second	\$1.2 million	September 2017-Date		Enhancements •	Technical Support Services, and	LAWA VISION (CCTV/VMS) O&M,									\$3.17 million	November 2016-Date		② LAWA Credentialing System (CS) O&M   •						\$1.36 million	July 2016-February 2017		Upgrade/Replacement	Surveillance System •	LA Metro Union Station Video
Critical Situator servers that support CCTV interfaces	50+ servers and 9 PB of total storage	2,300+ users	3,000+ cameras, 250+ VMS workstations, and	moves/adds/changes, and system expansions	support for technical enhancements,	Project management interface with full-service	break/fix support for the entire system	Preventive maintenance, system documentation, and	Integrated Solutions for Credentialing (FISC)	Control System (APACS) and Federated and	Developed and integrated Access and Post Access	Insider Threat Modules with reporting server	systems	Tier I, II, and III support for CS and integrated	upgrade of 20+ database versions	Migration of 10 years of legacy data into new CS with	operational entities at LAWA	55,000+ badged employees working for 100+	project management; and software development	Systems O&M, integration, and implementation;	As-built drawings	equipment, and VMS/VSS	Fiber, conduit, cabling, wired and wireless network	Removed and replaced all existing equipment	Developed complete designs	design requirements	system and coordinated stakeholders to establish	Current conditions survey for the existing CCTV	devices, and power	270+ cameras, network infrastructure, servers, end-	Project management and full-service design-build
	communication devices.	phones, duress buttons, and associated	cameras, extensive A/V equipment, emergency	management systems (VMS) workstations, CCTV	support many active users, servers, video	this system across the LAX and VNY locations. We	been successfully maintaining 99.9% availability of	BSI is a member of the LAWA O&M team that has		LIVISION)	-kayley king (APD), Homeland Security & Intelligence	emcacy.	develop and implement program software with	analyze the business needs and expeditiously	"In every instance, BSI staff excelled in their ability to		receive this award from LAWA.	Security Clearances. BSI is the only contractor to	for developing the FISC-Integration with DHS for	LAWA gave BSI the "Wings of Achievement Award"					-Program Manager, LA Metro	to make this a 'Class A' Project.'	things and feel BSI has responded to all my demands	installer and project manager, I am very vocal about	other work at Union Station / Gateway. Being a past	pitfalls. I am hiring this contractor again to do some	"BSI was very proactive in resolving any potential



January 2018-Date • 200+ fixed, PTZ, and multi-sensor HD cameras \$1.35 million	nanagement and full-service design-build design-build design desi	Design packages for low-voltage security and communications systems      Implementation of systems that include ACAMS, CCTV, Wi-Fi, VoIP, Paging, and AED      Use of SFOR™ to develop risk management and activation approaches, as well as an interface management plan, ConOps, and D/CIDs      Cyber security and network protection program		Services (FIS)  Services (FIS)  September 2017-June 2018  \$1.58 million  Santa Monica Airport (SMO) Security  February 2017-Date  February 2017-Date  \$287,443  February 2017-Date  \$287,4	◆ 84 NAS servers and 3,500+ nard drives
	The project is currently on schedule and within budget.	and interface management requirements, with 18+ low voltage systems and numerous stakeholder groups spanning city agencies. BSI's SFOR™ has established operational readiness and activation processes for the entire APM.	The \$5+ billion APM project has complex integration	The project was ordered on a tight deadline to be operational by Memorial Day Weekend 2018. BSI planned accordingly with an accelerated installation schedule, working extra shifts after hours and on weekends to respond to the client's needs with the required levels of service. The systems were commissioned, accepted, and fully operational on schedule.  BSI identified operational weaknesses and determined elimination and migration strategies. We used these assessment results to develop functional and technical specifications, as well as security system and implementation designs. We analyzed building and public agency codes to develop a security systems rehabilitation program for SMO.	



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LAX-it Auxiliary Curbside Parking February 2019 to August 2019 with asneeded support \$500,000	Santa Barbara Airport (SBA) Security Systems Rehabilitation  November 2019-August 2020 \$1.85 million	LAWA Airport Police Facility (APF) June 2019-Date \$2.4 million	Glendale Jail Security Systems Upgrade February 2018-December 2019 \$489,000
8-	• •		
System integration, data analytics, and video management storage and integration Performed security requirements assessment and developed a program plan for the ALPR Design and installation for the ALPR cameras with advanced data analytics abilities at the entrance, exit, and individual lanes that capture vehicle details as they pass through.	Upgrade of network, access control, video surveillance, identity management, and credentialing systems systems Replacement, installation, and systems integration 88 CCTV cameras, 98 doors, 129 card readers, a vehicle loops detector, and three perimeter intrusion detection devices QA/QC, site assessment, and project coordination	Design-build services for cameras, access control, and intrusion detection systems Developed concept and basis of design from 60% to 100% based on 60% drawings, specifications, and contract documents	Project management and design-build to replace jail control system Site assessment and stakeholder coordination during design and planning phases 200+ cameras, new VMS, and video visitation system System Systems integration, cabling and low-voltage infrastructure, touchscreen PLC assessment, design, hardware and software replacement, and new intercom and duress system
These captured times of the vehicles' movement throughout the curbside promotes situational awareness for LAWA staff and provides metrics that will be used to optimize the flow of traffic. With their services, This program gave LAWA staff the statistical data, allowing them to better understand the staffing demands of operational manpower and improve company-wide resource management.	"My compliments to your team. I thought the presentation was excellent and I think that the Faith Group, as well as Airport Operations, were very impressed." -Leif Reynolds, Supervision Engineer	BSI has developed design packages for all of the proposed systems in the new Airport Police Facility being built at LAX. The project is on schedule and within budget.	"BSI brings their expertise to their projects by developing the right solution to any existing security platform. Their slogan 'From Solutions to Service' has proven to be the powering force which drives their consistence towards ensuring an excellent outcome."  -Juan Lopez, Jail Administrator



# Awards & Commendations

















Association of Airport Executives) Corporate Cup of Excellence Award (American



AWBIO

City of Long Beach Excellence in Service













LAWA Wings of Achievement















Small Business of the Year Award

Company is founded

**AWARDS** 



RFP No. TI 20-047

# **Key Personnel**

The full resumes of BSI's key personnel for this project are located in Appendix A. Below we have provided staff summaries demonstrating their capabilities.

# Garry Wood Project Manager

Garry has more than 30 years of experience in providing management and oversight for the design, installation, and maintenance of low-voltage security and communications systems. His core competencies include construction and field supervision, contract management, and quality assurance/quality control. Garry has used these skills in several projects that include security systems maintenance contracts at LAX and ONT, the LAX Airport Police Facility (APF), ACAMS and CCTV maintenance and upgrades for the City of Beverly Hills, and network design for the LAX American Eagle terminal.

# Slava Khusid, CPP, CISSP Project Engineer

Slava is a program manager with more than 21 years of experience leading systems integration and engineering projects. His core competencies include project management, low-voltage security systems, network and communications systems, design, and cyber security. Slava led the development of an SFOR™ ConOps for the Metro ESOC engineering assessment, developed the cyber security program and network designs for the LAX APM, managed the design/build of the CCTV/VMS at Metro's Union Station, manages the design for the LAX MSC, and led a seamless cutover for the renovation of the LAX Police Dispatch Center.

# Sarmad Alalwan, CCNP, CCNA Network Engineer

Sarmad is BSI's Network Engineer, and he has more than a decade of experience in networking operations, server management, technical support, maintenance, user management, and providing end-to-end services for technology infrastructure. He has planned, designed, and coordinated work for network systems and equipment. His core competencies involve CISCO LAN/WAN, system and network administration, troubleshooting, and implementation. He has managed network connectivity and operations for projects that include the LAX APM, the LAX APF, and the LAX Midfield Satellite Concourse (MSC).

# Walter Calderon Superintendent/Foreman

Walter is a seasoned construction professional and technician with more than 24 years of experience providing superintendent and general foreman services to a wide range of private and public agencies and developments, including related construction management, integration, and installation services. Walter was the superintendent for the security system installation and commissioning at Metrolink's City of Industry station's parking lot, overseeing materials and parts procurement, staffing, and the installation of cameras, cabling, and supporting infrastructure. Walter oversees installation projects with detailed knowledge of security technology and communication infrastructure.

# Howell Arnold Service Manager

Howell is a service management professional and technician with more than 20 years of experience in access control and security management systems. He currently supervises BSI's access control and monitoring systems (ACAMS) maintenance and repair team at LAX. His team has maintained LAX's safety and security for more than 12 years, coordinating with stakeholders and delivering quick response times. Howell's responsibilities in security projects involve performing site surveys, attending weekly meetings, providing strategic and technical guidance, and conducting system tests.

# David Borden Safety & QA/QC Manager

David is BSI's Safety and QA/QC Manager, and he has more than 20 years of experience in providing safety management and training, ensuring regulatory compliance, low voltage cabling installation, supporting network equipment, supervising operations and maintenance contracts, and supporting software. He is STSC-6 and OSHA 30 certified as well. David currently works on several projects as a safety manager and technician, and these include operations and maintenance for LAWA's ACAMS, CAD, CCTV, and credentialing systems, the LAX MSC, the LAX Terminal 1 modernization, and the LAX Terminal 4 Federal Inspection Services.

# Marlong Mendoza Foreman

Marlong brings more than a decade of installation, client relations, and technical work while coordinating BSI teams and technicians in the field. An OSHA 10 certified worker, Marlong manages complex construction environments to ensure quality system installation, integration, commissioning, and satisfaction.

# David Rangel Journeyman

David is a service technician with more than 25 years of experience providing technical support services for security systems and software. He is a key member of BSI's ACAMS maintenance and repair team at LAX that has operated, maintained, serviced, repaired, and upgraded the security systems for 12 years. David specializes in performing preventive maintenance, service calls, and troubleshooting services, as well as coordinating with stakeholders.

# Dominic Marino Journeyman

Dominic is a technician with more than 18 years of progressive technical experience. His areas of expertise involve low-voltage security systems such as ACAMS, CCTV, networks, and fiber optics. Dominic's work experience includes large commercial low voltage cabling jobs; large residential low voltage wood and metal structures jobs; airports (LAX, Burbank); hospitals and colleges (USC, Santa Monica).

# Ali Ezzati System Integration Engineer/Genetec SME

Ali has 20+ years of consultancy experience in physical and logical security, surveillance technologies, infrastructure design, networking, vulnerability and threat assessment, and high availability solutions. He specializes in providing expertise on Genetec software.



# California Contractor's License

5/24/2019

Check A License - License Detail



# CONTRACTORS STATE LICENSE BOARD



# Contractor's License Detail for License # 980383

DISCLAIMER A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button teoblain complaint and/or legal action information.

Per BSP 7071.1/ , only construction reliable divil judgments reported to the CSLB are disclosed. Arbitrations ere sol listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 5/24/2019 4:26:35 PM

## **Business Information**

BIRDI INC 723 EAST GREEN STREET PASADENA, CA 91101 Business Phone Number:(213) 550-4250

> **Entity** Corporation Issue Date 01/15/2013 Expire Date 01/31/2021

#### License Status

This license is current and active.

All information below should be reviewed.

## Classifications

C-7 - LOW VOLTAGE SYSTEMS C10 - ELECTRICAL

# **Bonding Information**

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100213337 Bond Amount: \$15,000 Effective Date: 01/01/2016 Contractor's Bond History

#### Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number 100213339 for GARRY GEORGE WOOD in the amount of \$12,500 with AMERICAN CONTRACTORS INDEMNITY COMPANY.

# Effective Date: 01/11/2013

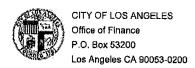
Workers' Compensation History

## Workers' Compensation

This license has workers compensation insurance with the OHIO SECURITY INSURANCE COMPANY Policy Number:XWS56113120 Effective Date: 10/17/2015 Expire Date: 10/17/2019

Other





INTEGRATED SECURITY SOLUTIONS INC

804 VIA DEL MONTE PALOS VERDES ESTATES, CA 90274-1208 604 VIA DEL MONTE PALOS VERDES ESTATES, CA 90274-1208

	ACCOUNT NO. 0002614041-0001-5	FUND/CLASS LO49	DESCRIPTION Professions / Occupations	STARTED 08/01/2011	STATUS Activa
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	ALOS VERDES ESTATES, C	A 90274.1208		IBSUEO BY	't
"No тер	eletration conflicate or permi	t issued under the provise	ons of the Husinass Tax ordinances of the LAMC, or i	ne Clavi	Barti
payman	payment of any lax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."				



### PLEASE READ ALL INFORMATION CAREFULLY

Sections 21.08(b) / 21.7.6(4) Los Angeles Municipal Code

fections 21,08(b) / 21.7 6(4) Los Angeles Municipal Code
This business tax registration certificate (and/or) Transient Occupancy Registration Certificate signifies that the person named on the
local heraof has fulfilled the requirements of Artible 1 of Chapter II of the Los Angeles Municipal Code (and/or) the Uniform Transient
pouponey Tax Ordinance, by registering with the Director of Finance for the purpose of paying business tax for the elassification of
nisitess for which this certificate is issued (and/or) collecting from transients the Transient Occupancy Tax and remitting said tax to
he Director of Finance. This certificate does not authorize the person to conduct any unlawful business or to conduct may lawful
usiness in an iftegal (or) unlawful manner or to conduct within the City of Los Angeles the business for which this certificate has been
speed, nor in operate a hotel, without strictly complying with all the provisions of the ordinances of said City (or) all local applicable
awa, including but not limited to those requiring a permit from any board, commission, department or office of the City. THIS
DISTNESS TAX RECISTRATION CERTIFICATE (AND/OR) CERTIFICATE DOES NOT CONSTITUTE A PERMIT,
by fullure to compily with the requirements of Artivle 1 of Chapter II of the Los Angeles Municipal Code shall constitute grounds for
uspension of this certificate."

This certificate is void upon any change of ownership or location Annual taxes are due and payable January 1st each year and lelinquent if not paid on or before the last day of February each year. Quarterly taxes are due and payable on the first day of January, April, July, and October of each year, and delinquent if not paid on or before the last day of the month due

## STATE BOARD OF EQUALIZATION NOTICE

lates or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular susiness by writing to the nearest State Board of Equalization office.



# S&DC-S/N

# Statement and Designation by Foreign Corporation

To qualify a corporation from another state or country to transact intrastate business in California, fill out this form, and submit for filing along with:

- A \$100 filing fee (for a foreign stock corporation) or \$30 filing fee (for a foreign nonprofit corporation), and
- A certificate of good standing, issued within the last six (6) months
  by the agency where the corporation was formed. Note: If the
  corporation is a nonprofit, the certificate of good standing also must
  indicate the corporation is a nonprofit or nonstock corporation.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.

**Important!** Corporations in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to https://www.ftb.ca.gov.

STEATE OF CALIFORNIA

APR - 5 2013 1 Rc

This Space For Office Use Only

#### For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

Corporate Name (List the exact name of the corporation, as shown in the certificate of good standing. If the name of the corporation is not available for use in the State of California, the corporation must qualify under an assumed name. E.g., "[list the exact name] which will do business in California as [list the proposed assumed name]." For general corporate name requirements and restrictions in California, go to www.sos.ca.gov/business/be/name-availability.htm.)

① Integrated Security Solutions Inc.

#### **Corporate History**

State or foreign country where this corporation was formed; Maryland

**Service of Process** (List a California resident or an active 1505 corporation in California that agrees to be your agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may not list your own corporation as the agent. Do not list an address if the agent is a 1505 corporation.)

3 a. Ali Ezzati

Agent's Name

ь. 4746 La VIIIa Marina, Unit C

Marina Del Rey

CA 90292

Agent's Street Address (if agent is not a corporation)

City (on obbassions)

Chain 7in

The corporation named in Item 1 above irrevocably consents to service of process directed to it upon the agent designated above, and to service of process on the California Secretary of State if that agent or that agent's successor is no longer authorized to act or cannot be found at the address given.

#### Corporate Addresses

4	a.	10809 Childs Street	Silver Spring	MD	20901
		Street Address of Principal Executive Office	City (no abbreviations)	State	Zip
	b.	4746 La Villa Marina, Unit C	Marina Del Rey	- CA	90292
		Street Address of Principal Office in California, if any	City (no abbreviations)	State	2ip
	C.				
		Malling Address of Dringing Executive Office if different	from 40 or 4h City (no obbroviational	Photo.	<b>7</b> _

Read and sign below: This form must be signed by an officer of the foreign corporation.

Mhavan Ali Ezzati President
Sign here Print your name here Your business title

Make check/money order payable to: Secretary of State

Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail

Secretary of State Business Entities, P.O. Box 944260 Sacramento, CA 94244-2600 Drop-Off

Secretary of State 1500 11th Street, 3rd Floor Sacramento, CA 95814

Corporations Code §§ 2105, 2106, Revenue and Taxation Code § 23153 S&DC-STK/NP (REV 01/2013)

2013 California Secretary of State www.sos.ca.gov/business/be



# STATE OF MARYLAND Department of Assessments and Taxation

I, PAUL B. ANDERSON OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT INTEGRATED SECURITY SOLUTIONS INC., INCORPORATED JULY 10, 2007, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS APRIL 03, 2013.

Paul B. Anderson Charter Division



301 West Preston Street, Baltimore, Maryland 21201
Telephone Balto. Metro (410) 767-1340 / Outside Balto. Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice
Fax (410) 333-7097

crbini

R8173565





# State of California Secretary of State

### Statement of Information

(Foreign Corporation)
FEES (Filing and Disclosure): \$25.00.
If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

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INTEGRATED SECURITY SOLUTIONS INC.

# FB59981 FILED

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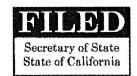
In the office of the Secretary of State of the State of California

JAN-27 2016

INTEGRATES GEODITITIOSES FIGHO INO.										
, :										
		·								
2. CALIFORNIA CORPORATE NUMBER C356	3632	This Space for Filing Use Only								
No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)										
3. If there have been any changes to the Information contained in the last Statement of Information filed with the California Secretary										
of State, or no statement of information has been previousl  If there has been no change in any of the information contribution.										
of State, check the box and proceed to Item 13.										
Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)										
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE ZIP CODE								
604 VIA DEL MONTE, PALOS VERDES ESTATES, CA 90274	//ANNANANANANANANANANANANANANANANANANAN									
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, II	FANY CITY	STATE ZIP CODE								
604 VIA DEL MONTE, PALOS VERDES ESTATES, CA 90274										
6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM	4 CITY	STATE ZIP CODE								
Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific										
officer may be added; however, the preprinted titles on this form must n		and disector in devine and for the openin								
7, CHIEF EXECUTIVE OFFICER/ ADDRESS	CITY	STATE ZIP CODE								
ALI EZZATI 604 VIA DEL MONTE, PALOS VERDES ESTA										
8. SECRETARY ADDRESS ALI EZZATI 604 VIA DEL MONTE, PALOS VERDES ESTA	CITY TES, CA 90274	STATE ZIP CODE								
9. CHIEF FINANCIAL OFFICER/ ADDRESS	CITY	STATE ZIP CODE								
ALI EZZATI 604 VIA DEL MONTE, PALOS VERDES ESTA	TES, CA 90274									
Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street										
address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.										
10. NAME OF AGENT FOR SERVICE OF PROCESS. (1) (20) The process of the Control of	skylotolog (jarak dagilagilada)	to the transfer of the second of the constitution	•							
ALI EZZATI	A.									
11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE										
604 VIA DEL MONTE, PALOS VERDES ESTATES, CA 90274										
Type of Business			maine							
12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION										
SECURITY CONSULTING										
13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.										
01/27/2016 DIANE SCHRODER	ACCOUNTATN	·								
DATE TYPE/PRINT NAME OF PERSON COMPLETING FO	RM TITLE	SIGNATURE	-							
SI-350 (REV 01/2013)		APPROVED BY SECRETARY OF STAT	ΓE							







#### Corporation - Statement of Information No Change

Entity Name:

INTEGRATED SECURITY SOLUTIONS

Entity (File) Number:

C3563632

File Date:

08/18/2020 Corporation

Entity Type:

Jurisdiction:

MARYLAND

Document ID:

GH81079

There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature:

All Ezzon

Use biotile sas as gay for unline filings, searches, business records, and resources.

Document ID: GH81079

# Financial Stability

BSI has the financial stability to support the requirements of this RFP. Our financial statements are attached as follows:

- a. Financial Statement or Annual Report;
- b. Business tax return; and
- c. Statement of income and related earnings.

The full documents of BSI's financial statements can be found in Appendix C. They will also be uploaded with the proposal in a separate document.

### SUBCONTRACTOR INFORMATION

### **Use of Subcontractors**

Yes, this proposal will include the use of a subcontractor, Integrated Security Solutions, Inc. (ISSI).

ubcontractor

Authorized Representative Initials:

#### **Subcontractor Services**

Integrated Security Solutions, Inc. (1551) oners advanced electronic security solutions designed to enhance the Public Safety and Security. ISSI has been supporting large corporations, government agencies, and system integrators to realize their physical security and system integration objectives throughout the IT security project life cycle from requirement gathering to specification, design, engineering, implementation, testing, and commissioning phases. ISSI's sole objective is providing IT security solutions for the protection of people, information, and property through the systematic integration of design, technology, and operation. They are certified in California as a Small Disadvantaged Business (SDB) and Small Business Enterprise (SBE).

For the past 12 years, ISSI has successfully completed major security projects for large organizations with high stakeholder satisfaction ratings. As of today, they have successfully completed 18 major projects, including 41 new system installations, 27 prototype systems deployed with 100% customer satisfaction and zero change orders. For this project, ISSI will be providing security systems engineering services and subject matter expertise for Genetec software.

#### **Subcontractor Company Profile**

Integrated Security Solutions, Inc. (ISSI)

#### Ownership

ISSI is a Los Angeles-based privately held corporation that was incorporated July 2007 in California. ISSI is owned by their president and founder, Ali Ezzati.

#### Location

ISSI has offices at the following locations:

- # Headquarters: 5777 West Century Blvd., Suite 1245, Los Angeles, CA 90045
- 604 Via Del Monte, Palos Verdes Estates, CA 90274

They will service their California accounts from their Los Angeles headquarters.

#### **Employees**

Locally and nationally, ISSI has approximately 15 employees. None of these employees reside in Long Beach. For this project, their employees will be assigned from their Los Angeles headquarters indicated above.

#### **Point of Contact**

Ali Ezzati, ISSI President



5777 West Century Blvd., Suite 1245, Los Angeles, CA 90045 (202) 409-4146 ali@issisolutions.com

#### **Subcontractor References**

ISSI: LAX-it Auxiliary Curbside Pickup Client Name: Los Angeles World Airports

**Project Description:** LAWA management was faced with a challenging task of converting an existing parking lot to a passenger pickup area supporting rideshare company Lyft. The area did not have any cameras or electronic system. LAWA IMTG was required to come up with an accurate vehicle counting techniques to replace the staff who had to work 3 shifts to count cars through existing cameras on the rooftop. ISSI assisted LAWA IMTG by first by installing a road tube counters which provided 95% + accuracy but did not have network capability to upload the data for further analysis and planning. Within 5 days, ISSI provided another solution using video analytic from Citilog with 98% accuracy. Later on, a second cameras with thermal capability was also added to the area which provided 100% accuracy. The data from these cameras is being uploaded to LAWA share site. Although this was a prototype system, LAWA decided to make the system permanently. The system has been working without any interruptions since November of 2019 (8 months). ISSI has provided similar prototype systems for stakeholder evaluation all with high accuracy.

ISSI's goal was to provide a cost-effective video analytic prototype with at least 98%+ accuracy counting vehicles at the entrance and exit of the Lyft expansion lot. The resulting solution was installed in a short period of time and successfully validated by LAWA IMTG staff and it is still operational. ISSI is still managing this system for LAWA.

**Project Dates:** November 2019 to Present

Assigned Staff Designated for This RFP: Ali Ezzati

#### Client Project Manager:

Sheeba Varughese, LAWA IMTG, (424) 648-8128; SVARUGHESE@lawa.org

ISSI: LAWA VISION CCTV/VMS Operations & Maintenance

Client Name: Los Angeles World Airports

Project Description: The CCTV system, the Video Surveillance Observation Network (VISION), at LAX and VNY, is by far LAWA's largest security system. ISSI as a member of LAWA O&M team that has been entrusted with a critical task in maintaining 99.9% availability of this system. The team supports Lawa's Video Management systems, active users, servers, CCTV workstations, CCTV cameras, extensive A/V equipment, emergency phones, duress buttons, and associated communication devices throughout the LAX/VNY locations. Since VISION is not a standalone security system, our CCTV engineers support interfaces to other security systems and coordinate the troubleshooting activities with LAWA IMTG groups. Currently ISSI supports two disparate NAS storage systems namely 4PB of HP Ibrix NAS storage and six PB of Dell EMC Isilon. We are managing four distinct VMS systems each with own dedicated storage. ISSI provides preventive maintenance, system documentation, and 24/7/365 break/fix support for the entire system, as well as a project management interface with full-service support for as-needed technical enhancements, moves/adds/changes (MAC), and system expansions.

ISSI's support services for VISION include the following systems:

- NiceVision 2.6 Video Management System with HP Ibrix storage system (3400 cameras)
- Genetec SecurityCenter 5.8 VMS with Dell EMC Isilon storage (3400 cameras)
- Genetec OmniCast 4.6 VMS with Dell PowerVault storage (850 cameras)



- Genetec SecurityCenter 5.8 with Dell EMC storage (850 cameras)
- 4,000+ cameras, 250+ VMS workstations, and 2,300+ active users.
- 90+ servers and 10+ petabytes (PB) of total storage.
- The Critical Situator Servers that support CCTV interfaces.
- Support of multicast video streaming protocol
- Audio/Visual (A/V) equipment
- Emergency phones and communication devices
- Duress buttons

Project Dates: August 2017 to July 2021

Assigned Staff Designated for This RFP: Ali Ezzati

#### **Client Project Manager:**

Marine Mandoyan, Project Manager; (424) 646-7384; mmandoyan@LAWA.org

### **Subcontractor Proof of Payment**

BSI will coordinate with and directly report to COLB's project manager, contracts manager, and purchasing division to regularly provide all required documentation demonstrating proof of payment.

#### **Subcontractor Insurance**

BSI will ensure that both of our subcontractors, ISSI and Taft, have the required insurance prior to commencing any work for COLB on this project.



### **BSI REFERENCES**

"Union Station is very complex and difficult to work with all the various groups, plus having to stick to all the architectural and historical requirements. BSI came up with a plan and put it into play to everyone's satisfaction...BSI was very proactive in resolving any potential pitfalls. I am hiring this contractor again to do some other work at Union Station/Gateway. Being a past installer and project manager, I am very vocal about things and feel BSI has responded to all my demands to make this a 'Class A' Project."

—Transit Security Technical Grants Program Manager

# LA Metro Union Station Surveillance System Upgrade/Replacement

Los Angeles County Metropolitan Transportation Authority

Industry Transportation

#### Goal

LA Metro sought to improve platform security by increasing and updating the video surveillance systems at Union Station. Because Union Station is a historical landmark, they wanted a solution that maximized camera coverage while abiding by these architectural requirements.

Budget \$1.36 million

Project Duration
July 2016 to February 2017

# Scope of Work/Services

- Project Management
- Systems Analysis
- Design/Build
- Systems Upgrade/Replacement

#### Relevant Staff

The BSI employees who worked on the Union Station project and are also assigned to this RFP include Slava Khusid and Walter Calderon.

# **Project Description**

BSI provided project management services and performed a full-service design-build of a CCTV system comprised of more than 270 high-definition Axis cameras, CCTV recording, and Teleste VMS video storage equipment with a video management system to form a complete video surveillance system for the Los Angeles Union Station Gateway Complex. BSI's responsibilities accomplished included:

- Performed detailed surveys of current conditions for the existing CCTV system including end devices, network infrastructure, servers, passive infrastructure, and power availability.
- Analyzed the historically protected facility for location and method of camera installation;
- As a multi-jurisdictional environment, performed stakeholder coordination with multiple agencies including Metro, Metrolink, Amtrak, LA Metro Security and Emergency Management Division, LAPD, LA Metro Architectural Division (for facility preservation/protection), Morlin Facility Maintenance and others to establish design requirements;
- Developed complete designs including CCTV locations, Field of Views, network, server, VMS and VSS elements of the system;
- Removed and replaced all existing equipment, including fiber optic infrastructure, low-voltage cables (horizontal), cameras, and video management system;
- BSI installed and terminated fiber from each of the four platforms to their respective communications rooms from the MDF and terminated, tested and certified the cables;



- BSI installed all the necessary conduit in difficult to install environments including station rooftops;
- Installed and configured wired and wireless network equipment;
- Installed cameras and related equipment at new locations at the Union Station historical building, passageway, and across four station platforms
- Implemented and configured a complex VMS/VSS
- · Developed and submitted as-built drawings and configuration information

Union Station is a historical landmark with architectural aspects that made it difficult to add cameras while minimizing them from public view. The overall traffic of the space also made it difficult for work to be performed on a regular schedule. The variety of stakeholder groups presented an additional challenge.

To overcome these obstacles, BSI's engineers developed a system design that maximized coverage while minimizing camera visibility. This required extensive site surveys, analysis, and engineering reviews to ensure that all stakeholder requirements were met while abiding by historical/architectural requirements and guidelines. We proactively managed stakeholder requirements and space availability, ensuring timely project completion.

#### Client Benefits

The 270+ cameras were placed on static maps throughout the station. BSI configured the cameras and video storage systems to LA Metro's specifications and requirements. The system provides situational awareness at the union station for the LA Metro Security, Law Enforcement and Emergency Management control centers. Their work on this project has helped LA Metro's police force and security teams monitor Union Station and the platforms more efficiently and thoroughly.

### Client Reference

Richard Darby, Transportation Planning Manager

Phone: (213) 922-2365 Email: darbyr@metro.net



"My compliments to your team. I thought the presentation was excellent and I think that the Faith Group as well as Airport Operations were very impressed as well."

Leif Reynolds, Supervising Engineering at Santa Barbara Public Works

# Santa Barbara Municipal Airport Security Systems Renovation

City of Santa Barbara Public Works

Industry

Aviation/Security Systems

#### Goal

The goal of this project was to provide a full renovation and upgrade of SBA's low-voltage security and communications systems

Budget \$1.85 million

Project Duration November 2019 to August 2020

# Scope of Work/Services

- Project Management
- Security Systems Analysis/Assessment
- Systems Upgrade
- Systems Installation
- · Systems Integration
- Quality Assurance & Quality Control

#### Relevant Staff

The BSI employees who worked on the SBA security systems rehabilitation project and are also assigned to this RFP include Garry Wood, Slava Khusid, Howell Arnold, David Borden, and David Rangel.

# **Project Description**

BSI was the prime contractor for a project to conduct a full renovation of the security systems at the Santa Barbara Municipal Airport (SBA). This opportunity requires the upgrade of SBA's network systems, access control, video surveillance, and identity management/credentialing systems (IDMS). We performed replacement, installation, and systems integration services for the airport's 88 CCTV cameras, 98 doors, 129 card readers, a vehicle loops detector, and three perimeter intrusion detectors with three thermal cameras for each PIDS device.

Additionally, BSI provided quality assurance and quality control (QA/QC), project coordination, and site assessment services. Because of its extent, the upgrade project was a high-risk endeavor that required a seamless transition with no impact to airport operations.

Our work involving the design and installation of door hardware consisted of providing services for electric hardware, integration with security access systems, conduits, junction boxes, frames, and wiring. We also furnished as-built/as-installed schedules with closeout documents that include the following:

- Keying schedule;
- Riser and point-to-point wiring diagrams for all end devices and panels;
- Manufacturers' installation;
- Adjustment and maintenance information; and
- Supplier's final inspection report.



The SBA project also involved significant work with telecommunications equipment and devices, such as telephone outlets, CCTV, data outlets, signal bells, and buzzers. BSI installed a telecommunications grounding system and testing it in accordance with Building Industry Consulting Service International (BICSI) and ANSI/TIA/EIA standards. In addition, we developed as-built cable records, drawings, and cable management information.

The challenges BSI overcame through the rehabilitation project included working with high-risk, mission-critical systems, parallel operating systems, and maintaining live site operations. With project closeout at the end of July, the final cutover and walkthrough with key stakeholders took place August 2020.

#### Client Benefits

Because of BSI's understanding and expertise in these security systems, we provided SBA with the lowest-risk and best-value solutions in a limited timeline. We successfully renovated the systems without disrupting operations and ensured a smooth cutover.

### Client Reference

Leif Reynolds, Supervising Engineer

Phone: (805) 692-6020

Email: LReynolds@SantaBarbaraCA.gov



"I am quite impressed with the level of detail and sophistication your team has demonstrated."

 LAX TSA Federal Security Director on BSI's work on numerous security projects at LAWA

# Los Angeles International Airport Midfield Satellite Concourse Design/Build

# Los Angeles World Airports

Industry Security Systems/Aviation

#### Goal

The MSC project overall goal is to build a 12-gate concourse with aircraft parking aprons, taxiways/lanes, and utilities that will help ensure more efficient airport operations and a high level of service for LAX passengers. BSI is providing the low-voltage security systems to ensure public safety and adhere to regulations.

Budget \$5.7 million

Project Duration
June 2016 to Present

### Scope of Work/Services

- · Systems Design
- Systems Installation
- Systems Testing
- Commissioning & Activation

#### Relevant Staff

The BSI employees who worked on the MSC security systems design-build project and are also assigned to this RFP include David Borden, Slava Khusid, Sarmad Alalwan, and Dominic Marino.

### **Project Description**

BSI is the security systems (Access Control and CCTV) design/build subcontractor for the monumental Midfield Satellite Concourse (MSC) project currently underway at LAX. BSI is implementing 1,020 cameras for the CCTV and video management system, more than 400 access control card readers, 100 duress buttons, and wireless and wired infrastructure throughout the entire terminal. This effort requires a thorough understanding of regulatory requirements for access control and surveillance video.

BSI responsibilities include design, installation, testing, commissioning, and activation services for the security systems including the Access Control and Alarm Monitoring System (ACAMS), CCTV, and TSA Duress Buttons. Our scope of services included the review of conduit requirements to meet field conditions and end device requirements; technical designs and drawings (including shop drawings) for ACAMS and CCTV, support during 3-D 'fly throughs' for technical support including field of view analysis and cost engineering for the VMS/VSS.

#### **CCTV Integration with Other Systems**

For the MSC project, BSI is installing cameras and adding them to the existing CCTV system at LAX. Although, there is no integration scope as a part of this project, the VMS is integrated with the Police Dispatch System as well as the Lenel Picture Perfect 4.5.1 Access Control and Alarm Monitoring System (ACAMS) through Qognify Situator. BSI was technically involved in the development of both these interfaces under another contract.



#### Mapping, Camera Configuration, and Storage Configuration

In our design and implementation of cameras for the MSC, BSI is following intricate ISO 9001:2015 processes and documentation for camera configuration. Moreover, due to our many years of experience with providing design-build and O&M services for LAWA, we are intimately familiar with their standards and requirements. We are diligently adhering to these requirements in mapping, and camera configurations. Storage configuration for the MSC cameras was developed by BSI for cost engineering the Qognify NICE VMS/VSS which has recently been replaced with the plan of implementing the Genetec VMS/VSS.

### Client Benefits

The MSC's environmentally friendly, open architecture allows for very few camera mounting locations. The architectural design of the facility presented BSI with a significant challenge in meeting Customs and Border Protection (CBP) and Airport Police Department (APD) security requirements. BSI conceptualized designs that would maximize the use of available architecture to meet stakeholder requirements. As part of this process, we sent a team to perform exhaustive camera view simulations to determine the optimal locations for cameras in terms of both coverage and visibility.

### Client Reference

Ed Roa, MSC IT Project Manager, IMTG Planning & Development Division

Phone: (310) 686-2446 Email: EROA@lawa.org



"BSI went beyond the call of duty by implementing an Operational Readiness and Activation program that ensured a seamless transition from construction completion to airport operations. I was especially impressed with their leadership, attention to detail, and their technical & operational understanding of the system."

 Former Airport Manager, ONT on BSI's unique ability to provide seamless security system solutions

# Ontario International Airport Security Systems O&M, Technical Enhancements, and Technical Support Services

Ontario International Airport Authority

Industry Aviation/Security Systems

#### Goal

BSI's service manager, technicians, and software engineers have ensured operational status of the environment was maintained through onsite staffing assistance, immediate response, and documented assessment for the troubleshooting and repairs.

# Budget Not to exceed \$740,550

# **Project Duration**

September 2016 to Present, under several service contracts through LAWA and OIAA

# Scope of Work/Services

- Operations & Maintenance
- Moves, Adds, Changes
- Technical Support
- Systems Upgrade/Replacements

#### Relevant Staff

The BSI employees who worked on the ONT security systems maintenance, repair, and technical enhancements project and are also assigned to this RFP

### Project Description

BSI has provided maintenance and repair (M&R) services for all of the core security systems at Ontario International Airport (ONT) since 2009, through the airport's transition from LAWA to the Ontario International Airport Authority (OIAA). Currently, our technicians provide services that include preventive maintenance, break/fix response, and design/build for system changes and augmentations under a service structure similar to the one in place at LAWA. ONT's security systems environment includes an access control and alarm monitoring system (ACAMS) with more than 450 card readers, a CCTV/VMS with more than 1,200 cameras, a credentialing system, duress/panic systems, AED alarms, intercom systems, low-voltage cabling, and infrastructure.

Our scope of services includes 24/7/365 support to OIAA. BSI's project and service manager, technicians, and software engineers ensure that the operational status of the environment is always maintained and repaired. This service consists of onsite staffing assistance, immediate response to service calls, documented assessment for the troubleshooting and repair to full operational status of the abovementioned security systems environment. Our team also executes preventative maintenance measures including, but not limited to maintaining system reliability and to ensure compliance with all respective equipment warranties.

Some of BSI's key accomplishments include:

 Seamless Operations During Transition Period: The transition of ownership and operation from LAWA to OIAA was a significant challenge. With the onboarding of new staff, there was difficulty in ensuring knowledge transfer, documentation, and continuity of operations. BSI played a key



include Garry Wood, Howell Arnold, David Borden, and David Rangel.

role in working with ONT IT staff and other stakeholders to ensure the integrity of security operations and the technical environment to provide a smooth transition.

- CCTV/VMS: Since 2016, BSI has been providing O&M services, including MAC and task order technical
  enhancements, for the CCTV/VMS at ONT. The system includes over 1,200 cameras and interfaces with
  ACAMS and the police computer aided dispatch system (CAD). Our responsibilities cover preventive
  maintenance, break/fix response, and design/build for system changes and augmentations.
- TSA Duress Buttons: BSI provided system hardware and installation for interface from TSA duress button
  in several ONT terminals. We worked with TSA to identify all CCTV cameras associated with each duress
  button location, as well as provided all programing and system integration for TSA duress activation to
  NICE VMS, Situator and police CAD. BSI coordinated with LAWA IT for network address of Sigura
  Encoders and completed all programming and field wiring for the Sigura Encoders and performed all
  preliminary testing in preparation for final acceptance by Airport Police.

In addition to the O&M services, BSI has provided critical system developments, enhancements and upgrades including:

- Development of interfaces between OIAA ACAMS and Ontario Police CAD, ACAMS and Ontario Fire Department's Fire Life Safety system
- Upgrades to the Reporting Server to meet new OIAA requirements
- Picture Perfect Upgrade from Version 2 to the current Version 4.5 (included firmware, hardware, software, and database migration)

Alongside our existing consecutive O&M contracts with ONT, BSI was recently awarded for a contract for the upgrade and replacement of the current ACAMS and related security systems. For this project, our projected scope of work will include the following tasks and responsibilities:

- Upgrading the current Lenel Picture-Perfect system to Lenel OnGuard ACAMS, including local control panels, headend servers, software hardware, and firmware;
- Integrating the new ACAMS with the existing AED enclosure cabinets, the Alarm Message Broker, the Ontario Police CAD system, the covert/duress alarm system, the intercom system, the Baggage-Belt Handling system (BHS), and the fire control system;
- Taking over the O&M support of the existing ACAMS and other security systems before the new ACAMS cutover;
- Ensuring that the upgraded ACAMS can be integrated with future identity management systems (IDMS) and a biometric access control system; and
- Documentation of site inspections, design, shop drawings, permits, structural and seismic engineering, installation, integration, decommissioning, testing (site acceptance, pilot, and final acceptance), cutover, commissioning/activation, equipment, and warranties.

#### Client Benefits

Notable accomplishments and benefits to ONT include:

- ACAMS Message Broker and Interface to Computer-Aided Dispatch (CAD) and Fire/Life Safety: ONT's CAD
  system was recently removed from the airport security systems environment. In its place, ONT required an
  interface of the ACAMS directly to the City of Ontario Police Department's CAD system. BSI developed a
  Message Broker from the ACAMS to the City of Ontario CAD, which maintained and improved existing
  functionality of the ACAMS to CAD interface.
- OIAA also desired functionality to monitor Fire/Life Safety at ONT from the City of Ontario Fire Department.
   BSI developed a technical solution that fit with the old system and engineered the solution, so it reports through the ACAMS to the City's Police Dispatch and Fire Department.



BSI responded in an expeditious manner to support OIAA during a system outage of the Reporting Server
providing expert knowledge and expertise of a complex system and interface to the ACAMS.

### Client Reference

J. David Mousaw, Airport Security Manager, OIAA

Phone: (909) 544-5127

Email: jmousaw@flyontario.com



"[BSI's] engineers are able to effectively evaluate current operating systems and propose a cost-effective and efficient solution for updated software and hardware integration...BSI has served the Glendale Police Department well by providing state-of-the-art fully integrated security control and camera system."

- Juan Lopez, Jail Administrator

# Glendale City Jail Security Systems Upgrade

# Glendale Police Department

# Industry : Municipal/Detention Centers

#### Goal

Glendale Jail's goal was to upgrade their security systems, especially in video surveillance and jail controls, and integrate them with existing hardware and infrastructure. They wanted a solution that wouldn't impede live operations.

Budget \$449,700

Project Duration
February 2018 to December 2019

# Scope of Work/Services

- Security Systems Design/ Build Services
- Systems Integration
- Project Management
- Staff Training
- Operations & Maintenance

#### Relevant Staff

The BSI employees who worked on the Glendale jail controls and security systems project and are also assigned to this RFP include Garry Wood, and Walter Calderon.

# **Project Description**

The Glendale City Jail is the third-busiest Type I facility in the County of Los Angeles, booking approximately 500 to 700 persons each month. The facility needed to upgrade its security system to meet current and future needs while maximizing the existing infrastructure. BSI provided project management and design-build services to deliver a complete replacement of the Jail Control System for the Glendale Police Department.

BSI's main responsibilities included:

- Upgrading the jail's video management system, touchscreen/programmable logic controller, access control system, and the video visitation system.
- Installing and integrating more than 200 cameras.
- Replacing equipment, hardware, and software with a solution that is fully integrated with existing systems.
- Systems integration with existing systems (including ire alarms), cabling and low-voltage infrastructure, touchscreen PLC assessment, SCADA analysis, design, hardware and software
   replacement, and new intercom and duress system.
- Designing a comprehensive, scalable solution, optimized for the jail environment, that meets the city's critical requirements.
- Project management, network troubleshooting and cyber security coordination, commissioning & activation, lab testing, training, maintenance and repair, programming and configuration, database migration, equipment procurement, and overall implementation.
- Comprehensive, integrated solution to meet the jail's unique needs.

In the process of conducting this project, we began with a planning phase that consisted of site assessment, design finalization, project plan completion, and client approval. Our engineers surveyed the site conditions and analyzed the jail's existing security platforms. We coordinated with stakeholders to gather functional requirements of new CCTV systems, including gap analysis of current coverage of existing cameras for field of view (FOV), resolution, and



frames-per-second (FPS). BSI examined network coordination, timing constraints for actions, personnel credentialing for access, the parallel operations of the video management system and console, and the current PLC codes.

Based on this assessment and stakeholder coordination, BSI determined that new features and system upgrades, such as motion detection and crossline detection, were needed to maximize the digital/IP cameras' benefits for the jail. After receiving client approval and procuring long-lead items (servers, switches, storage/VMS) and other infrastructure systems, we set up a lab environment to begin site installation, training, and testing.

#### Client Benefits

The biggest challenge with the Glendale Jail replacement project was the multitude of legacy systems that the new central control system needed to work with and retro-commission for integrated operations. Several of these legacy systems and infrastructure were in a state of disrepair which posed serious challenges during the retro-commissioning process. Some of these are summarized below.

#### Issue # 1. Wall Duress PLC Communication

Some of the wall duress alarms, when triggered in the field, were not being released by one of the legacy (Omron) PLC system as incoming input signals to the OSSI Driver. Upon rebooting the Omron PLC Driver, the pending alarms started populating in the OSSI Alarm Queue automatically all at once. The network bandwidth traffic prevented the successful passage of these input duress signals from the PLC System to the OSSI System. Since the network is managed by the city and thus a 3rd party dependency, the team provided the requirements for network redesign and in the meantime are manually monitoring and clearing these alarms.

#### Issue # 2. Harding Intercom System CDROM and Duress Audibles

During our initial investigations, we found that the Harding DXI Intercom System was not able to page and play duress message. To find the root cause of the problem, we traced the audio output to PAB boards, and found faults on the main and backup, as well as observed no output. Based on the discovery, BSI's technical team recommended replacing the PAB boards. One PAB replacement board was installed which cleared the faults, and it was determined that the backup PAB board no longer needed to be replaced. Paging function was restored due to this effort, but the duress alarms were still not audible so BSI troubleshot the audio pathway. Bypassing the CD-ROM helped verify that 'normal' audio traffic was passing through, however not from the CD-ROM itself. The CD-ROM drive 'audio out' was determined to be defective. After it was determined that a new drive would not be compatible with the old paging system, a replacement legacy CD-ROM drive was procured which would be compatible with the legacy Harding paging software. This solution solved the problem and duress paging was made functional again with the messages on the paging CD.

### Issue # 3. Paging system Faulty Hard Drive

Another issue that occurred with the paging system was a full hard disk failure. For this issue, the team determined that root cause of the problem and identified that the system could continue to operate on its backup server node. To fix the issues, BSI replaced the faulty hard drive and configured it with the operating system and intercom software. Then, the system's operation was tested and the problem was found to be resolved to meet the client's expectations.

Client Reference

Juan Lopez, Jail Administrator

Phone: (818) 548-3139

Email: julopez@glendaleca.gov

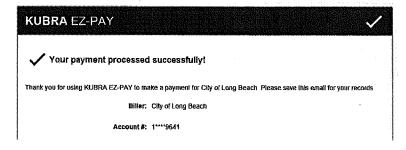


# **BUSINESS LICENSE**

BSI's business license and small business certification for the City of Long Beach follow.

Account #: BU21911849

EXTERNAL EMAR\*\* Use extreme coution when dicting any finks or attachments, as they may have viruses or other mailclous content, and MENIA provide your password, even it provided to the red. If unders, send the email to in Mail the content for review.





#### CITY OF LONG BEACH, CALIFORNIA **BUSINESS LICENSE** OWNERSHIP NON-TRANSFERABLE LICENSE EXPIRES: 09/21/2020

PREPARED: 09/24/2019

P102

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING:

ACCOUNT NUMBER:

BU21703291

BUSINESS TYPE: CONTRACTING - ELECTRICAL

OWNER: LOCATED AT:

723 E GREEN ST

BIRDI & ASSOCIATES INC PASADENA CA 91101

**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.

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.

BIRDI & ASSOCIATES INC 723 E GREEN ST PASADENA, CA 91101

5/10/2017

Business Cartification: Othy of Long Beach



# CITY OF LONG BEACH

### Department of Financial Management Business Services Bureau

333 West Ocean Blvd., 7th Floor, Leng Beach, CA 90602 (562) 570-6200 Fax (562) 570-5099 sbe@jongbeach.gov

#### Certified Small Business Enterprise

**Vendor Account Number: 330625** RolandoMurillo Birdi & Associates, Inc. 723 East Green Street Pasadena, CA 91101

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

#### City of Lang Beach

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

MADCD model(s) for which this stutus is recognised: 200210,541811,541812,541812,541818,541819,541812,541221, NUS Certificate Rifective Detec 68/18/17 NUS Certificate Expiration Detec 68/18/30

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

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

SMII Certification is wild for a paried of three (1) years. To maintain SBII status, firms must update their existing AMI Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

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

Sincerely, Acting Purchasing & Suniness Services Manager

333 W. Ocean Blvd., 7th Moor, Long Beach, CA 90802; (362) 570-6200 Pex (562) 570-5099

http://www.phimathida.com/BCLatter/BBCLBApproval.chm?CompanyID=158164/AmdorID=390825





# APPENDIX A: RESUMES Garry Wood

Project Manager



#### **Professional Summary**

Garry has extensive experience in the design, installation, and service of security, communications, and special systems. His design, project management, and oversight experience include access control systems; close circuit television (CCTV) systems; intercom voice communications; vehicle gates; parking control systems; building and elevator control systems; fiber optic infrastructure; and conduit systems for low-voltage control systems. Garry's other responsibilities include the installation of assigned packages encompassing submittals, construction meetings, field supervision, and project acceptance. He also supervises and manages long-term on-site maintenance contracts.

#### Credentials

30+ years (8+ w/ BSI)

#### **Core Competencies**

Project management; IT infrastructure and systems; systems design; construction and field supervision; maintenance contract management; quality assurance/quality control

# Licenses/Certifications California Contractors License

C-7, Low Voltage Systems

California Contractor's License C-10, Electrical

PMP (In Progress)

#### **Education**

BA, Business Administration and Management, Los Angeles Valley College (1989)

3-Year Diploma, Communications, Loyalist College, Belleville, Ontario, Canada (1974)

#### **Experience**

Birdi Systems, Inc.
Vice President

2012 to Present

Garry has managed multiple airport- and security-related projects including:

- Account Executive for BSI's security systems maintenance services project for Foothill Transit. Garry is managing the contract and relationships with the vendors of the access control, CCTV/VMS, and wireless network systems.
- Sr. Project Manager for the operations and maintenance (O&M)
  contract at Ontario Airport. Garry's responsibilities include but are
  not limited to security systems maintenance, including the airport's
  ACAMS, Computer Aided Dispatch (CAD) systems, and TSA duress
  buttons. This involves managing the staffing responsibilities and
  maintaining the relationship with the airport.
- Sr. Project Manager and O&M Contract Manager responsible for multiple security systems maintenance contracts at LAX, including the airport's ACAMS, CAD systems, and TSA duress buttons. Garry is maintaining communication with LAX stakeholders and service teams to provide maintenance updates and facilitate service responses.
- Project Manager for BSI's LAWA VISION project, providing O&M and technical support services for the CCTV and video management system (VMS) that integrates with the Nash Data Center and critical Situator servers. Garry is coordinating with the prime contractor and manages SBE requirements.
- Project Manager for the multimillion dollar Airport Police Facility (APF) project at LAX. Garry is managing and overseeing the design/build of the new facility's cameras, access control, and intrusion detection systems.
- Project/Contract Manager for BSI's project to provide on-call maintenance and support services to the City of Beverly Hills' (CoBH) access control and CCTV systems. Garry is managing the contracts and task orders, and coordinates with stakeholders.



# City of Long Beach

### Video Surveillance Installation, Repair, and Maintenance

- Project Manager for BSI's project with CoBH to upgrade and replace the CCTV cameras at the jail.
   Garry managed the construction of infrastructure, systems installation, testing, commissioning, and activation.
- Project Manager on the LAWA ACAMS expansion project to interface new ACAMS card readers with 55 different legacy systems in the Baggage Handling System. Garry ensured that the project was completed on schedule and on budget, and coordinated the stakeholders to resolve programming challenges.
- Sr. Project Manager responsible for the design/build of the access control alarm monitoring system
  (ACAMS) involving 200+ ACAMS card readers and 15 access controllers for LAX \$1.1 million Southwest
  Airlines Terminal 1 Modernization project, complete with infrastructure to meet LAWA standards.
- Project Manager for the LAX Terminal 1.5 security systems design/build project. Garry oversaw work on 135+ card readers for doors, elevators, and baggage handling, as well as 200+ fixed, PTZ, and multisensor HD IP cameras.
- **Sr. Project Manager** for the \$1.58 million Terminal 4 Federal Inspections Services (T4 FIS). He was responsible for the oversight of the federal inspections of the terminal's ACAMS system involving over 160 cameras, over 45 card readers with five access controllers, and over 35 duress buttons with audio recording to form a complete security system.
- Project Manager for the Terminal 5 Delta Airlines landside and airside project at LAX. Garry oversaw
  the design and installation of ACAMS, as well as programming, material procurement, and acceptance
  testing. He ensured it was performed in a timely manner and that the terminal complied with Fire
  Code standards.
- Sr. Project Manager for the design/build of the ACAMS for the Bradley West Terminal 4 Connector
  Design/Build project. He oversaw the installation and management of over 45 ACAMS card readers
  and six ACAMS controllers. Garry ensured this work was done to comply with LAWA standards.
- Sr. Project Manager on the design services on LAX's American Eagle Terminal. Garry managed the
  design for 18 new passenger loading gates, worked with engineers to include conduit infrastructure,
  and the design for point-to-point wireless network connection to the main LAWA network.
  Responsibilities included access control design and interface to fire life safety and electric locking
  hardware.

# Los Angeles World Airports

1998 to 2012

### Project Manager

Garry managed design, installation, and management contracts for major airport security systems at ONT and LAX. Created security solutions that included thousands of card readers, ACAMS, CCTV, perimeter access points, access controllers, terminal upgrades, administrative facilities, ID credentialing systems; ACAMS workstations, fiber optic redundant LAN systems, and maintenance of the hot redundant, fault-tolerant servers that run ACAMS. Garry designed interfaces for access control operations and technical designs for guard posts and connection to the badge ID database. Some major projects include:

- LAX Airport Terminals Exterior Door ACAMS Maintenance Services;
- LAWA Security Systems Design/Build and Maintenance Services;
- ONT Security System Design, Build, and Maintenance Services; and
- ONT Airport Expansion New Terminals 2 & 4.

# Slava Khusid, CISSP, CPP

Project Engineer



#### **Professional Summary**

Slava has extensive experience providing a wide range of project management, technical systems engineering and systems integration, specializing in closed circuit television, video management systems, access control systems and physical security information management systems. Slava is a program manager with more than 21 years of experience leading systems integration and engineering projects. His core competencies include project management, low-voltage security systems, network and communications systems, design, and cyber security. Slava led the development of an SFOR™ ConOps for the Metro ESOC engineering assessment, developed the cyber security program and network designs for the LAX APM, managed the design/build of the CCTV/VMS at Metro's Union Station, manages the design for the LAX MSC, and led a seamless cutover for the renovation of the LAX Police Dispatch Center. His expertise also includes integrating NICE Inform/Perform telephony records, NICE Inform/MCC7500 radio logger, and airport response coordination centers. He applies broad experience and strong conceptual abilities to developing SFOR™ ConOps for our clients.

#### Credentials

21+ years (5+ w/ BSI)

#### **Core Competencies**

Tools: Windows 2016/ 2012, LINUX 10, AIX, VMWARE NICE Vision applications, Motorola MCC7500, CISCO 3850/4500/6500 Switches, JAVA, XML, HTML, MS SQL Server 2012, Oracle 11g, HP Open View, Situator

#### Training/Certifications

Certified Information Systems Security (CISSP) (Active)

Certified Protection Professional (CPP) (Active)

Axis Certified Professional

**Bullet Proof Manager** 

Milestone Certified Design Engineer

#### Education

MS, Telecommunications Management, University of Maryland (2003)

#### **Experience**

Birdi Systems, Inc.

Project Manager

2015 to Present

Slava has managed multiple engineering- and security-related projects including:

- Project Manager for SFOR™ ConOps for the LA Metro Emergency Security
  Operations Center (ESOC) project. Slava is managing a team of system
  engineers in the development of the ConOps, and a detailed review of
  emergency processes, for LA Metro's Emergency Operations Center.
- Cybersecurity Specialist/Sr. Systems Engineer for \$5+ billion LAWA Automated People Mover (APM) project involving complex, low-voltage system integration and interface management. Slava's responsibilities included establishing requirements and operation processes for the Security Incident Response Team, operational control center support, and designing network monitoring, data access control, data protection/encryption/segmentation solutions. He also provided guidance to design the networks utilizing Cisco Catalyst 9400 and 9500 series switches and Cisco Firepower 4140 NGFW firewalls.
- Project Manager for the \$1.36 million design-build project to expand and migrate LA Metro's CCTV/VMS at Union Station. Slava's responsibilities included analyzing current environment and stakeholder requirements; design and implementation of new network and cabling infrastructure that can support 259 cameras recording, playback, and viewing capabilities; programming Cisco 3850 and Antaira LMP-1202G wired and Ubiquity NanoBeam wireless switches; design and configuring VLANs, access-control lists and other network security related activities.
- Project Manager for the \$1 million project at LAX's Terminals 2, 3, and 4
  to upgrade/coordinate cards reader controls (ACAMS controls) of the
  legacy baggage belt system. Slava's responsibilities included managing
  designing a system to add/correct access controls in order to meet
  security requirements.
- Sr. Systems Engineer for the 911 Operations/Police Dispatch Center Renovation at LAX that required a complex, yet seamless, cutover to a temporary location. Slava oversaw the design and installation of police dispatch systems such as Intrado Viper phone system, CAD, Motorola 7500 radio consoles and Video Management System at LAX for LAX Airport



MS, Structural Engineering, Odessa State Academy of Civil Engineering and Architecture, Ukraine (1995)

- Police Department. Slava oversaw the integration of duress activation with NICE Vision VMS and with Situator to CAD interface and video display in Police Dispatch Center. Following installation and testing, Slava oversaw another seamless cutover of services back to the renovated location.
- Lead Systems Engineer for the SCADA cyber security evaluation portion of the assessment study conducted for the LAX Central Utility Plant using the SFOR™.
- Project Controls Engineer/Scheduler whose responsibilities include managing the project lifecycle of the security and special systems design-build portion of the LAX Midfield Satellite Concourse (MSC) project, as well as analyzing drawings, BIM models, specifications, and work breakdown structures (WBS).
- **Sr. Systems Engineer** leading implementation and integration of the duress button alarms with the VMS at LAX, implemented in response to the active shooter incident.
- Lead Systems Engineer leading the systems integration, data analytics, and VMS/VSS components of the design/build auxiliary curbside ALPR project for LAWA.
- Sr. Systems Engineer leading the CCTV design package and installation of 16 new security screening checkpoint (SSCP) lanes at LAX's TBIT.
- Project Manager leading the design, relocation, and installation of network infrastructure, CCTV cameras, and other security systems and devices at the B11 Delta Hanger.
- **Sr. Systems Engineer** who led the design and installation of ACAMS equipment, connections, and programming in the modernization project of LAX's Terminal 1.

#### Nice Systems, Inc.

#### January 2010 to August 2015

#### Project Manager/Professional Services Engineer

Slava was responsible for all technical and project management aspects of 3000 camera Video Management System (NICE Vision Net2.6/Situator 7.4) implementation at Los Angeles International airport (LAX). Slava's role involved developing backup/restore/disaster recovery processes, testing procedures, technical documentation, training materials, and conducted training sessions to both customers and internal personnel. He also configured Cisco 3750E switches and administered multiple SQL databases, wrote scripts, and stored procedures. Slava's major project activities included the following:

- Based on the analysis of the Nov 1, 2013 shooting incident and Airport Police/Operations requirements,
   Slava developed and implemented VMS built-in airport maps system that significantly decreased response time for all emergency management personnel.
- Integrated Data911 CAD and Picture-Perfect ACAMS into NICE Vision VMS using Situator7.4 situation management application.
- Implemented Inform 7.0/NRX 6.5 telephony recording, Motorola MCC7500 7.14 IP Radio recording systems and Motorola RTVI in-car video recording systems at LAX.
- Project manager and lead technical resource during implementation of 4x redundant NICE Inform/Perform/ MCC7500 radio and telephony recording system for Los Angeles Police Department 911 call center. Participated in the City of Los Angeles weekly PMO meetings and provided implementation status updates to the city and LAPD officials.
- Acted as a single point of contact for any technical activities for NICE Inform, Perform, Vision, and MCC 7500 IP Logging systems for Los Angeles Police Department, Los Angeles International Airport, March Air Force Base, and Anderson Air Force Base.
- Worked closely with Los Angeles County Sheriffs and Riverside County Sheriff's providing technical support to Cisco/Nortel/Motorola integrated phone and radio recording systems, user training and acting as a liaison among customers, Motorola and third-party vendors.



#### Medassets, Inc.

#### March 2009 to December 2009

#### Sr. Technical Consultant

Slava was responsible for all technical aspects of the implementation of the web-based enterprise level business decision support system for healthcare and long-term-care organizations across US and Canada. He acted as Oracle DBA for turn-key clients. Provided recommendations for improving database performance.

#### Accruent, Inc.

#### August 2007 to September 2009

#### Sr. Technical Support Engineer

Slava provided Tier III level technical support to customer end-users and IT personal. Served as a point of escalation to internal support team for all technical issues, such as Java/.Net applications, SQL 2005/Oracle 10g databases, IIS/Apache Tomcat, BusinessObjects XI Enterprise, Active Domain and network security.

#### Verint Systems, Inc.

#### November 2001 to August 2007

#### Product Support Engineer, Level IV

Slava functioned as a Customer Relationship Manager (CRM) for Flagship Accounts, serving as the primary Service control point of contact and advocate for these accounts. He provided support within CTI, Application and Databases areas as a SME on the Product Support Team.



# Sarmad Alalwan, CCNP, CCNA

Network Engineer



#### **Professional Summary**

Sarmad is a dynamic software professional with significant experience in networking operations, server management, system administration, technical support, maintenance, troubleshooting and user management. Expertise in networking technologies such as VLAN, LAN, WAN, protocols, and peripheral devices. He has a strong understanding of routers, switches, SonicWall, Wi-Fi systems and other technical devices used in establishing networks. Sarmad is quick to assimilate new technology concepts with a logical approach to problem detection/solving.

#### Credentials

10+ years (3+ w/ BSI)

#### **Core Competencies**

System & network administration, troubleshooting issues, smooth operations

#### **Training/Certifications**

CCNA Routing and Switching: 2016-07 – 2019-07

CCNP Routing and Switching: 2017-02 – 2020-02

CompTIA A+: 2014-11 - 2018-12

CompTIA Network+: 2015-01 – 2018-12

CompTIA Security+: 2015-12 - 2018-12

#### Education

BS, Computer Science, Baghdad University, (2007)

#### **Experience**

Birdi Systems, Inc.

#### Network Engineer/System Engineer

2017 to Present

Sarmad has played a key role in troubleshooting network connectivity problems and peripheral issues. He leads network operations for staff and clients in field and remote locations. Sarmad designs networks with best practices, and his responsibilities include installation, configuration, and testing of network connectivity. His responsibilities include monitoring, upgrading, documenting, and ensuring network availability. Sarmad provides appropriate solutions for BSI projects that include the following:

- Network Engineer for the security and communications system component of the \$5+ billion LAWA Automated People Mover (APM). Sarmad is responsible for network design on the entire project. He developed design estimates for all networks and related infrastructure for the project based on LAWA's requirements. The networks Sarmad is working on the DTS (Train Control and Signaling Network), DataTrans (Train Non-Signaling Systems Network), Fixed Facilities (Non-Train Related System Network), OMJV IT Support Network, NRS (Train Control Wireless Network), and BWAN (Non-Train Control Wireless Network). His network design and management contributions were used to help develop the cyber security program for the LAWA APM.
- Network Engineer for the security and communication systems component of the multimillion-dollar LAX Police facility project. Sarmad leads the network portion of the 30% design package for ACAMS and CCTV systems. He is planning, implementing, and overseeing the computer networks that support voice, data, video, and wireless network services.
- Network Engineer who is supporting the LAX Midfield Satellite Concourse (MSC) project that has 1,020 cameras for the CCTV and video management system, more than 400 access control card readers, 100 duress buttons, and wireless and wired infrastructure throughout the entire terminal. He is monitoring overall network performance, and he has laid out the design and implementation of network solutions.

# MBS Media Campus Network/System Administrator

January 2015 to September 2017

Sarmad provided a full range of technical support, administration, and management for all servers, networks, and systems. He assessed business requirements and reported any need for change/upgrade in network facilities to the director. Sarmad troubleshot network connectivity problems and peripheral issues, as well as regularly monitored network elements, alarms, and alerts to identify faulty components. He provided technical leadership to co-workers in resolving complex issues related to system/network administration. Sarmad's responsibilities



also included identifying root cause of failures and implementing quick breakdown solutions to enable steady network operations, as well as spearheading network operations for staff departments, tenants and remote locations as well as maintaining Wi-Fi system for the entire campus. He managed advanced client- and server-side operating systems, and handled installation and maintenance operations for Office 365 and Exchange server including user creation, modification, and deletion. Sarmad managed storage servers and securing shared drives by assigning appropriate permissions to the staff. He also installed and upgraded systems with virus protection software, spyware, and firewall protection software.

#### National Petroleum Service, Erbil Regional Office Human Resources Officer, IT Management

2013 to 2013

Sarmad played a multi-faceted role, with a focus on IT and network administration in the HR department. His responsibilities included diverse functions related to recruitment, induction, record management, policy development, performance appraisal, employee benefits, payroll, and database management.

#### **USAID Tijara Economic Development Growth Program**

2011 to 2013

#### Sr. Finance and HR Coordinator

Sarmad managed and coordinated various aspects of finance and HR operations. His role within finance included budgeting, balance sheet preparation, expense reports, policy adherence, cash control, and financial transactions. He also handled diverse HR duties such as interview scheduling, new employee orientation, record management, employee benefits, database management, and ensuring policy compliance.

# G4S Secure Services Iraq 2010 to 2011 Network Administrator

Sarmad provided high-end technical support in maintaining, repairing, and upgrading network systems. He took complete ownership of the reported problems and tracked them to a successful conclusion. Sarmad ensured high customer satisfaction levels through prompt resolution of their problems. He installed network/computer systems and resolved technical issues faced by the users, as well as secured network hard lines and Wi-Fi to ensure uninterrupted network supply to all users. Sarmad also installed, upgraded, and integrated new server hardware and applications, and configured systems including set up of user accounts, permissions, and passwords.

# Shibel Baghdad Company for General Contracting IT Specialist

2008 to 2011

Sarmad provided high-quality IT technical support to company users, including software, hardware, printer, and other issues. He ensured process compliance and maintained high standards of service delivery as per norms. He created, removed, and modified domain users and maintained mailboxes in the exchange server. Sarmad assisted in troubleshooting and resolving network and server access problems for end users. He resolved issues with voice communications and voicemail systems, as well as prepared reports, files, and documents as directed by the Department Manager.



#### **Walter Calderon**

Site Superintendent



#### **Professional Summary**

Walter is a seasoned construction professional and technician with more than 24 years of experience providing superintendent and general foreman services to a wide range of private and public agencies and developments, including related construction management, integration, and installation services.

#### Credentials

24+ years (2+ w/ BSI)

#### **Core Competencies**

Lenel; Bosch; AMAG; Corning; Sony; Pelco

# Training/Certifications Corning Fiber Optics

Certification

Systemix Network Systems

Versiv Copper Certified Cabling Test Technician, Fluke Networks CCTT Program

#### Education

AA, General Education, Los Angeles Community College

#### **Experience**

Birdi Systems, Inc.

October 2018 to Present

#### Director of Construction/Superintendent

Walter has provided construction management, superintendent, and foreman services for several security design/build projects, including:

- Superintendent for the Delta Airlines Terminal 5 project at LAX. His
  responsibilities include coordinating and supervising workflows,
  scheduling and managing technicians, ordering, and procurement, as
  well as management of all parts, materials, documentation, and
  reporting on the installation of ACAMS controls on assigned ACAMS
  doors and baggage handling doors. He also oversaw project
  management, system design, programming, and acceptance testing.
- Superintendent for the security system installation and commissioning services project at Metrolink's City of Industry station's parking lot. His responsibilities include overseeing materials and parts procurement, staff scheduling, and managing the installation of more than 16 cameras.
- Superintendent/General Foreman for LAX's Terminal 2 and Terminal 3 modernization project. Walter's responsibilities include coordination and oversight of all work, construction management, scheduling, and managing the technical staff for the ACAMS installation of more than 25 doors.
- \* Superintendent on the design/build project for a new, integrated jail control system for the City of Glendale Police Department. Walter is overseeing the coordination of all work and construction, and managing the technical staff, for the development, installation, and deployment of a video surveillance system with more than 200 high-resolution digital IP cameras, a new video management system with 777 days of audio storage, and cabling and low-voltage systems infrastructure.
- Superintendent/General Foreman on the 30-day Automated License Plate Recognition (ALPR) pilot
  project at LAX. This project was conducted in response to LAWA's decision to run a rest pilot of multiple
  systems, each potentially monitoring a single lane of traffic in a multi-lane roadway, in order to measure
  the effectiveness of different systems. Walter's responsibilities were staff augmentation and
  management, documentation, project oversight, and reporting.
- Superintendent on the OSSI Interlock system upgrade phase of LAX's Terminal 4 modernization project, with general foreman responsibilities including coordination and oversight of all work, scheduling and managing technical manpower for the project, and managing the procurement process of related parts and materials.
- Superintendent for the LAX Terminal 4 Federal Inspection Services (FIS) security systems project.
  Walter's responsibilities involved construction management and overseeing the technical staff who
  designed, furnished, and installed more than 160 CCTV cameras, more than 45 ACAMS card readers with
  five microcontrollers, and over 36 duress buttons with audio recording. His other duties included



# City of Long Beach

# Video Surveillance Installation, Repair, and Maintenance

- overseeing workflows and tasks, documentation, and reporting on the installation, integration, testing, commissioning, and activation phases.
- Superintendent for the execution of change order improvements and upgrades to LA Metro's CCTV and VMS at the Union Station Gateway Complex. His responsibilities included oversight and reporting for the procurement of requisite cameras, as well as their installation and integration into the existing system.

#### **Los Angeles World Airports**

#### September 2016 to October 2018

#### Superintendent

Walter had construction and procurement management responsibilities, including overseeing technical staff, workflows, tasks, documentation, and reporting on the installation, integration, testing, commissioning, and activation phases of projects. He primarily worked on the LAX Terminal 7 and Terminal 8 modernization project.

#### **AT&T**

#### January 2015 to September 2016

#### Superintendent

Walter had construction management and technical staff oversight responsibilities, including workflows and tasks, documentation, and reporting on the installations, systems integration, testing, commissioning and activating phases of projects. His main project was the remodel of AT&T/Direct TV's facilities in El Segundo.

#### **Kaiser Permanente**

#### April 2012 to December 2014

#### **General Foreman**

Walter was responsible for construction and procurement management, as well as scheduling and managing more than 35 construction and technical staff on the new construction of the Kaiser hospital facility in Fontana.

#### LA Live

#### October 2009 to March 2012

#### General Foreman

Walter was responsible for all construction management, include coordinating work, scheduling, managing, and training construction staff. He managed all materials and parts procurement for LA Live's DTLA construction projects, including ESPN Zone, a movie theater, and residential condominiums.

#### Disney

#### June 2011 to September 2012

#### **Construction Foreman**

Walter was responsible for all construction management of the project to design/build "Carsland" at the California Adventure theme part of Disneyland. His role included staff management and augmentation, inspections, documentation, and reporting.

#### **Terranea Resorts**

#### July 2008 to September 2009

#### General Foreman

Walter was responsible for coordinating all work and scheduling, as well as managing construction staff on the new construction resort development project in Palos Verdes. He also had construction management responsibilities over all procurement of parts and materials.

#### **Kaiser Permanente**

#### May 2004 to June 2008

#### General Foreman

Walter was responsible for coordinating all work and scheduling, as well as managing construction staff and parts and materials procurement on a project to remodel and upgrade existing structures at the Kaiser hospital facility in Hollywood, as well as construct a new building at the facility in West Hollywood.

#### **A&G** Entertainment

#### April 2003 to April 2004

#### **General Foreman**

Walter had construction management and technical staff oversight responsibilities for the technical team that installed and integrated all fire alarms, ACAMS, cameras, voice, and data networking systems for ground up construction of the Los Angeles Staples Center.



# **Howell Arnold**

Service Manager



#### **Professional Summary**

Howell is a service management professional and technician with more than 20 years of experience in access control and security management systems. He currently supervises BSI's access control and monitoring systems (ACAMS) maintenance and repair team at Los Angeles International Airport (LAX). His team has maintained LAX's safety and security for more than 12 years, coordinating with stakeholders and delivering quick response times. Howell's responsibilities in security projects involve performing site surveys, attending weekly meetings, providing strategic and technical guidance, and conducting system tests.

#### Credentials

20+ years (12+ w/ BSI)

#### **Training/Certifications**

Los Angeles World Airport: Current Security Clearance, Cyber Security Awareness Training Course, Security Education Program, and Authorized Signer Program

Computer Technician
Certificate – International
Technical Institute

Computer Technician Certificate – Control Data Institute of Technology

Training Certification Course in Lenel Picture Perfect V4.5.1, International Technical Institute (ITI)

Training Certification Course in AMAG Security Systems V6.0.2, ITI

Training Course in DV-Tel Video Surveillance Systems, ITI

#### **Experience**

Birdi Systems, Inc.

January 2008 to Present

#### Service Manager

Howell has supervised teams for many of BSI's access control and security systems projects, including:

- Service Manager for BSI's part in the LAWA VISION (CCTV/VMS) O&M,
   Technical Support Services, and Enhancements contract. This project
   includes 3,000+ cameras, 250+ VMS workstations, and 2,300+ active
   users, 50+ servers and nine (9) petabytes (PB) of total storage, the
   critical Situator servers (that support CCTV interfaces), the availability
   of four (4) PB of network-attached-storage (NAS) that provides
   network shares used in CCTV recorders (including 84 NAS servers and
   3,500+ hard drives), and hundreds of other networking
   switches/firewalls that funnel the information from sensors
- Service Manager for BSI's LAWA ACAMS operations and maintenance (O&M) contracts for LAX's mission critical system. Howell supervises a team of four technicians and engineers who provide base level support for 3600+ card readers, 400+ micro controllers, four servers, 40+ workstations, and the Picture Perfect Informix database. He and his team responded to service calls, planned, and implemented an effective preventative maintenance program, and have addressed many of LAWA's service actions and task orders. These include performing security upgrades for the Tom Bradley International Terminal (TBIT) In-Transit Lounge, and an IT infrastructure design, build, and maintain projects for the Airport Director's office.
- Service Manager for BSI's systems O&M, technical enhancements, and technical support services project with Ontario International Airport Authority (OIAA). Howell oversees a team that performs the maintenance service contracts at Ontario International Airport (ONT) for security systems that include 450+ card readers, a credentialing system, 1200+ cameras, a duress/panic system, and low-voltage cabling. He also coordinates with BSI team members and ONT staff to ensure that ONT has backup and relief services personnel scheduled, as well as emergency resources in place.
- Service Manager for BSI's O&M contract for the LAWA police computer aided dispatch (CAD) system. Howell's responsibilities include the supervision of three technicians and one database administrator who provide 24/7 support. Their CAD support includes a combination of daily issue response and scheduled preventative maintenance actions as well as supplemental actions.



# Los Angeles World Airports (LAWA)

January 2000 to December 2008

Access Control Lead/Technician

Howell installed and configured ACAMS devices such as digital input and output boards, relays, power supplies, door contacts and badge readers. He assisted LAWA personnel with site surveys and he worked closely with them on a daily basis to plan strategies for all ACAMS system work. Howell installed and configured Security Management Systems, including Picture Perfect 4.5.1, AMAG, DVTel and Wireless Technologies – utilizing a Linux platform, and the Windows 2000 Server platform and Windows XP Professional operating systems.



# David Borden, STSC-6

Safety and QA/QC Manager



March 2014 to Present

#### **Professional Summary**

David has 20 years of experience in the field including low voltage cabling installation, termination, and testing; servers, routers, switches, network printers and scanners installation; desktop computers with data migration; end user hardware break fix; and software support experience dealing directly with clients. David holds a STSC-6 (Safety Trained Supervisor Construction) Certification from the Board of Certified Safety Professionals and is OSHA 30 Certified.

#### Credentials

20 years (6+ w/ BSI)

#### **Core Competencies**

Field supervision; safety management; low-voltage cabling (installation, termination, and testing)

#### Certifications

STSC-6 Certification – Board of Certified Safety Professionals

**OSHA 30** 

CPR / AED / First-Aid

Lenel: Certified Associate, OnGuard Hardware & Software Fundamentals 7.4 & 7.5

UTC Fire and Security: Picture Perfect Service #220032688; A+ - 1999;

Fargo and Zebra: Direct to card and retransfer printers – 2012;

EMC: Centera, CLARiiON, Celerra, Brocade – 2006;

HP: Server, Workstations, Laptops, LaserJet and Color LaserJet Printers – 2010;

Dell: Server, Workstations, Laptops, LaserJet Printers – 2010;

#### **Experience**

Birdi Systems, Inc.

#### Safety and QA/QC Manager

David has performed safety management and provided technician services for multiple BSI security systems projects, including:

- Security and Communications Systems Technician/Safety Manager for BSI's operations and maintenance contracts with LAWA. David's responsibilities include coordination of the MAC task orders involving cabling installation, termination, testing, and certification with ACAMS, CAD, CCTV, credentialing, and other systems. Additional responsibilities include performing system diagnostics for the above systems, as well as CAT 6 cabling and communications infrastructure inspection and replacements as needed. David is the field supervisor and safety manager for these LAWA MAC task orders. He is responsible for documenting system and equipment repairs, modifications, and changes.
- Safety Manager for LAX Midfield Satellite Concourse (MSC) ACAMS and CCTV installation underway, which involves approximately 1,000 cameras and more than 450 new card readers. He is developing and executing health and safety plans according to all standards and regulations and ensures that these policies are followed. David is evaluating practices and procedures as well as facilitating to assess any risks.
- Safety Manager and Lead Technician for LAX Terminal 1 Modernization project which involved the design and installation of ACAMS equipment, connections, programming, and other electrical infrastructure. David is providing installation services, system diagnostics, equipment replacement, and infrastructure inspections. He also evaluated risks and practices, conducts safety training, and develops safety plans.
- Safety Manager and Lead Technician for the LAX Terminal 4 Federal Inspection Services (FIS) project which involved the design and installation of more than 45 ACAMS card readers with 5 controllers, more than 160 CCTV cameras, and more than 35 duress alarms. David installed and integrated the new security systems, as well as inspected and tested equipment, evaluated risks and practices, and developed safety plans.

#### Advantige

#### Computer Systems Technician

June 2011 to February 2014

David was responsible for diagnosing and repairing Retransfer and Direct to Card badge printers. He provided Help Desk support by phone and was responsible for fulfilling orders, receiving, packing, and shipping. David maintained and recorded inventory, and documented procedures used to perform diagnoses and repairs.



#### City of Long Beach

#### Video Surveillance Installation, Repair, and Maintenance

IBM / Lenovo: Workstations,

Laptops - 2010;

Compaq: Workstations, Laptops – 2010.

#### Education

AA, Computer Sciences, University of Phoenix (2014)

Computer Learning Center, Los Angeles (1998)

#### Unisys - LAWA

#### **Technician**

Working on the Reader Enhancement Project, David was responsible for office support by maintaining records, inventories, phones, documentation, locating, and ordering supplies. His responsibilities also included the installation and maintenance of HID Proximity badge readers, and verification and correction of as-

September 2011 to December 2012

built blueprints.

#### LAWA October 2010 to September 2011

#### Technician

Supporting the operations and maintenance contract, David was responsible for diagnosing, repairing, and maintaining Fargo retransfer badge printers and encoders, as well as performing diagnosis, maintenance, configuration, and repair services to the Picture Perfect 4.5 ACAMS system.

#### LAWA November 2009 to October 2010

#### Security Consultant

David provided LAWA with security consultation services on access control, CCTV, and identity management solutions. He researched storage, camera, ACAMS requirements, and integration procedures on these systems, as well as provided office support.

# Twentieth Century Fox May 2008 to November 2009 Desk Side Support

David performed desk side support, maintaining over 3,000 workstations and printers; diagnosing software, virus, and hardware issues; upgrading software and hardware; backing up and restoring server files; and providing virus detection and repairs. He also acted as a PDA, BlackBerry, Treo, and iPhone Analyst, providing on and off-site support by provisioning and troubleshooting connectivity and sync issues.

#### EMC February 2007 to May 2008

#### Storage Maintenance

David installed, configured, and maintained EMC Centera, CLARiiON, and Celerra NAS data storage devices. He updated and configured Brocade and Cisco switches and routers.

# AIG, Con Agra, Automobile Club of Southern California November 2002 to February 2007 Desk Side Support

David provided desk side support, maintaining workstations and printers; diagnosing software, virus, and hardware issues; upgrading software and hardware; backing up and restoring server files; and providing virus detection and repairs.

# County of Los Angeles August 1999 to November 2002 Team Lead

data entry, scheduling, and maintaining logs and records.

On the Los Angeles Eligibility, Automated Determination, Evaluation, and Reporting System (LEADER) project, David worked to deploy, upgrade, and migrate 20,000 workstations from Windows NT 4.0 to Windows XP. He configured and maintained LC3, DR2 and Dell PowerEdge servers, Cisco and Brocade Routers, Hubs, and Switches. He also diagnosed and troubleshot network connectivity problems, as well as added and configured printers in a TCP/IP printing environment. David's other duties included customer service, public relations, copies/faxes, reporting, filing,



# **Marlong Mendoza**

Foreman



#### **Professional Summary**

Marlong brings more than a decade of installation, client relations, and technical work while coordinating BSI teams and technicians in the field. An OSHA 10 certified worker, Marlong manages complex construction environments to ensure quality system installation, integration, commissioning, and satisfaction.

#### Credentials

#### Experience

13+ years (<1 w/ BSI)

Birdi Systems, Inc.

**December 2019 to Present** 

#### Foreman

Core Competencies Windows 98, 2000, XP, Windows 7 & Windows 8, MacOS

Microsoft Office 2000, XP, 2010

**Customer Service** 

# Training/Certifications OSHA 10

#### Education

BS, Information System Security, Westwood College (2007)

- Foreman for the BSI team on the City of Industry Metrolink Station
  Video Security System, Installation, and Commissioning Services.
  Responsible for producing and managing technician schedules and
  expenditures. Programed cameras, evaluated fields of view, and
  responded to customer questions. Planned and implemented
  construction tasks including camera installation, cabling, and VMS
  integration. Ensured labor availability and efficient deployment of
  resources.
- Foreman on the Amex Lounge ACAMS/CCTV project. Planned and implemented construction tasks including camera installation, camera programming, establishing fields of view, card reader installation and integration, supporting infrastructure, and necessary cabling. Ensured labor availability and efficient deployment of resources, including regular and off hour labor and commissioning. Responsible for producing and managing technician schedules and expenditures.

#### **ENS Security**

#### **Technical Support**

February 2015 to December 2019

Marlong was responsible for customer service, troubleshooting DVR, NVR, and IP camera issues, and providing support for PC-related issues. Responsible for quality control on incoming and outgoing devices and hardware. Helped field technicians by servicing any connection issues and DVR/NVR issues.

#### **DTT Surveillance**

#### **Technical Support**

October 2009 to June 2014

Responsible for providing customer service related to PC technical issues and troubleshooting DVR malfunctions. Provided assistance to field technicians with port forwarding, connection, and DVR problems. Also responsible for client quality control on outgoing systems and handled requests for new security systems that needed to go out. Tracked inbound and outbound systems.

#### SpaceNet, LLC

#### Rate Administrator

February 2008 to June 2008

Marlong was responsible for loading rates into the company's system and notified clients of any rate changes to ensure customer relations and satisfaction. Tracked lost profits



# **David Rangel**

Journeyman



#### **Professional Summary**

David is a service technician with more than 25 years of experience providing technical support services for security systems and software. He is a key member of BSI's ACAMS maintenance and repair team at LAX that has operated, maintained, serviced, repaired, and upgraded the security systems for 12 years. David specializes in performing preventive maintenance, service calls, and troubleshooting services, as well as coordinating with stakeholders. With his organizational and communication skills, as well as his proficiency with advanced information systems, David ensures client satisfaction and successful daily support.

#### Credentials

25+ years (8+ w/ BSI)

Training/Certifications
OnGuard V7.5 Hardware &
Software Fundamentals

Picture Perfect V4.5.1, GE Security

AMAG Security Systems V6.0.2

LAWA Cybersecurity Awareness Training

AMAG Security Management System, Symmetry Technician, AMAG Technology

Wireless Technologies, Netversant of Southern California

DV-Tel Video Surveillance Systems, Netversant of Southern California

TCP/IP for Windows NT 4.0 Server, Quick Start

NOVELL NetWare 5.1
Administration, New Horizons

Windows NT 4.0 Server, Learning Tree

Supporting Windows 95, Learning Tree

#### Experience

Birdi Systems, Inc.

October 2012 to Present

### Field Technician

David supports Moves, Adds, and Changes (MAC) upgrades and installations for BSI's ACAMS contracts. The projects he works on include the following:

- Access Control Field Technician part of BSI's team on the LAX ACAMS operations and maintenance project. He performs regular, daily preventive maintenance, and answers calls for maintenance, service, and troubleshooting from the APD, tenants and airport employees. He repairs malfunctions among the more than 2,000 doors tied to 265 controllers. David has resolved problems on-site and over the phone, as is a regular member of BSI's rotation of emergency responders. He participated in the Micro4 upgrade and the removal of the AMAG system and has contributed his experience to installing and reconfiguring new equipment, and test and acceptance procedures. He installed and configured the LAX Security Management System (SMS) that uses Lenel Picture Perfect 4.5.1, DVTel, AMAG, and wireless technologies on a Linux platform, Windows 2000 Server Platform, and Windows XP Professional operating systems. David has been commended by the LAX APD for his timely and effective responses, specifically in resolving operational issues with doors.
- Field Technician part of BSI's operations and maintenance team for ACAMS and other low-voltage security systems at ONT. He provides daily maintenance and upgrades of the security system at ONT installing and configuring digital input and output boards, relays, power supplies, door contacts, badge readers, and surveillance monitors and cameras. David's support for ONT is similar to the services he performs at LAX, which includes the installation of the Lenel Picture Perfect 4.5.1 SMS. He also provides timely responses to service calls, troubleshoots and repairs systems to full operational status, maintains system reliability, and ensures compliance with equipment warranties.

# Netversant Solutions Access Control Field Technician

March 2002 to October 2012

David installed various types of topologies and different types of systems. He also installed Cat5 and Cat6 cables using EIA/TIA 568B standards, Ethernet cabling, and single mode and multimode fiber jumpers depending on the job site. The operating systems he worked with consisted of Windows 95, Windows 98, Windows XP Pro, Windows 7 Pro, AIX Server, Linux Server, and



Cisco Routers & Switches, Superior Network Academy

NOVELL NetWare 3.1 Administration (508), El Camino College Windows 2000 Server. David provided daily maintenance and upgrades of security systems for Netversant Solutions' projects with LAX and became proficient with Lenel Picture Perfect 2.0 and 4.5.1 in programming schedules, doors, readers, inputs, and outputs. He also performed troubleshooting via phone support using the LAX VPN for the Fargo 500 and Fargo Zebra printers.

# Information Systems Support (ISS) LAN Technician

February 2001 to December 2001

Working on the LAUSD E-rate project, David provided technical support and training to Tests & Acceptance Leads who tested fiber and copper cabling with an Omni Scanner2 light source to EIA/TIA standards. Team Leads were also responsible for assuring E-rate network equipment such as Dell Servers, Cisco Routers, Cisco Switches, Hubs and Media Converters were functional and properly configured to specification 16790 per LAUSD. He participated in the testing and passing of more than 70 schools in the LAUSD E-rate project. As a T&A Lead, David surveyed and wrote detailed reports of sites tested by team members. The software he used included Windows 2000 Server, Windows NT 4.0 Server, TCP/IP, WindowsNT Workstation, Windows98, Windows95, MS-Office2000, MS-Office97, and Macintosh OS.

# Local Initiative Support Corporation (LISC) MIS Administrator/PC Technician

November 1999 to January 2001

David assisted users with software related inquiries via telephone support and field visits. He performed personal computer software and hardware diagnosis and repairs, which included physical and logical configuration of mass storage devices, memory, processors, printers, modems, and laptops, network interface cards, scanners, and CD-ROM's. He also had network administrator duties such as creating new user accounts and monitoring the network servers. David was responsible for daily maintenance, such as tape backups, on the servers and he maintained the disaster recovery procedure. He restored user data via tape backup when requested by the end user. The software he used included Novell 5.1, Novell 4.11, Windows NT 4.0 Server, TCP/IP, IPX/SPX, WindowsNT Workstation, Windows98, Windows95, MS-Office97, WordPerfect, GroupWise 5.5, Citrix Meta Frame 4.20, Arc-Serve 6.1, and DOS 6.22.

#### Logicon Northrop Grumman Sr. Communications Specialist

March 1997 to October 1999

David provided technical support for more than 200 users, assisting them with software related inquiries via telephone support and field visits. He performed personal computer software and hardware diagnosis and repairs, including physical and logical configuration of mass storage devices, memory, processors, printers, modems, network interface cards, scanners and CD-ROM's. The software he used included WindowsNT 4.0 Server, TCP/IP, IPX/SPX, WindowsNT Workstation, Windows98, Windows95, Windows 3.11, DOS 6.22, MS-Office97, Exchange 5.0, Outlook98, Backup EXEC 6.11, HEAT, ICARUS, and REMEDY.



### **Dominic Marino**

### Journeyman



#### **Professional Summary**

Dominic is a technician with more than 18 years of progressive technical experience. His areas of expertise involve low-voltage security systems such as ACAMS, CCTV, networks, and fiber optics. Dominic's work experience includes large commercial low voltage cabling jobs; large residential low voltage wood and metal structures jobs; airports (LAX, Burbank); hospitals and colleges (USC, Santa Monica).

#### Credentials

18 years (3 w/BSI)

#### **Core Competencies**

IP/CCTV Cameras; Access Control; Fiber Optics; Network and Voice Infrastructure; field supervision, Boom Lift, Scissor Lift

#### **Training/Certifications**

Cisco Switches, Routers, and Servers

Certified Data Rack and CCT Switch and Router

Telepresence

Adtran

Netgate

**Axis Certified Professional** 

T-1 Modern

Basic Telephony (POTS, PRI, SIP, VoIP, DS3, and T1

#### Education

High School Diploma

#### **Experience**

Birdi Systems, Inc. *Lead Technician* 

September 2017 to Present

Dominic's project tasks and responsibilities have included installing Axis, Sony, Sanyo, Cisco IP (6020, 6030, 7020, 7030), and Panasonic PTZ cameras. He has installed conduit, Bosch, AMAG, Symmetry, Cisco devices, and IP modules. Dominic has worked on CCTV e-bridges, transceivers, and receivers, as well as Coax termination RG59 and RG6. He has installed, dressed, terminated, tested, and troubleshot Category 3 to Category 6 Systimax Commscope cables. He has installed 568A and 568B color codes, 25 pair, 50 pair, and 100 pair backbone from each floor to MPOE on project sites. He has also installed four-post and two-post racks, ladder racks with three-point bracing for seismic activities, and Beldon (18/2, 22/6, 18/4, 22/4, 22/2) and composite cable. Dominic has provided services for door access card readers, door locks and strikes, panic buttons, call and emergency buttons, electrified hinges, whips, rex, resistors, door contact, internal-external sensors, motion sensors, popits, octopopits, van duprins, retractor kits, and drilling doors. He has performed such work for BSI projects that include the following:

- Lead Technician on the LAX ACAMS Operations & Maintenance project. His responsibilities include Moves Adds Changes (MAC), installation services, equipment repair and maintenance, driving crew trucks, customer demonstrations, circuit layouts, managing wires and cables, and testing circuits.
- Lead Technician on the BSI team providing design/build services for 1,000+ cameras and 450+ ACAMS card readers at LAX's Midfield Satellite Concourse (MSC).
- Service Technician for the LAX Terminal 1 Modernization project.
   Dominic programmed and installed access control equipment, connections, systems, and electrical infrastructure.
- Technician on the LAX Terminal 5.5/Tom Bradley International Terminal (TBIT) Enabling project. Dominic programmed and installed access control systems, cameras, and network infrastructure.
- Technician for the Terminal 4 Federal Inspection Services project at LAX that required the installation
  and design of 160+ cameras, 45+ ACAMS card readers with 5 controllers, and 35+ duress buttons with
  audio recording.

## Beethoven Media Solutions Sr. Field Engineer

December 2016 to August 2017

Dominic installed equipment, systems, and new technologies, as well as inspected and tested material and machinery for safety. He directed onsite crews, conducted research, and reported on the project statuses. Dominic resolved onsite malfunctions and ensured that engineering designs were being followed.



### City of Long Beach Video Surveillance Installation, Repair, and Maintenance

#### Light Source 1, Inc.

#### April 2015 to November 2016

#### Sr. Field Engineer

Dominic installed equipment, systems, and new technologies, as well as inspected and tested material and machinery for safety. He directed onsite crews, conducted research, and reported on the project statuses. Dominic resolved onsite malfunctions and ensured that engineering designs were being followed.

#### **Acuative Corporation**

#### September 2008 to March 2015

#### Lead Technician

Dominic maintained corporate equipment in accordance with business requirements. He developed and monitored equipment testing schedules and delegated tasks to other technicians. He monitored processes and materials, evaluated machinery, coordinated with crews and stakeholders, and ensured compliance to industry and safety standards.

#### **Netversant Solutions**

#### July 2011 to July 2012

#### Lead Technician

Dominic maintained corporate equipment in accordance with business requirements. He developed and monitored equipment testing schedules and delegated tasks to other technicians. He monitored processes and materials, evaluated machinery, coordinated with crews and stakeholders, and ensured compliance to industry and safety standards.

#### **Ultimate Communication Systems**

#### March 2006 to December 2006

#### Field Technician

Dominic provided service and customer support during field visits and dispatches. He managed all onsite installation, repair, maintenance, and testing tasks. He diagnosed errors and technical problems, as well as determined effective solutions.

#### **AAA Electric & Communication**

#### January 2005 to February 2006

#### Field Technician

Dominic provided service and customer support during field visits and dispatches. He managed all onsite installation, repair, maintenance, and testing tasks. He diagnosed errors and technical problems, as well as determined effective solutions.

#### **N-Tel Communication**

#### February 2000 to December 2004

#### Field Technician

Dominic provided service and customer support during field visits and dispatches. He managed all onsite installation, repair, maintenance, and testing tasks. He diagnosed errors and technical problems, as well as determined effective solutions.



#### Ali Ezzati

System Integration Engineer/Genetec SME

#### **Professional Summary**

Ali has 20+ years of management and technical experience working in the information technology and systems engineering fields. With nearly two decades of consultancy experience in physical and logical security, surveillance technologies, infrastructure design, networking, vulnerability and threat assessment, and high availability solutions.

#### Credentials

20+ years

#### **Core Competencies**

System Architecture, Video Management Systems, Access Control Systems, Network Security, PKI, Computer Aided Dispatch, Situational Awareness Applications, Biometrics, Identity Management

# **Training/Certifications**Cisco Certified Network Associate (CCNA)

Cisco Certified Network Professional (CCNP)

Microsoft Certified Systems Engineer (MCSE)

Checkpoint Firewall Certified Security Administrator (CCSA)

Checkpoint Firewall Certified Security Engineer (CCSE)

Genetec Security Center, Omnicast Technical Certification, SC-OTC-001-5.7

#### Education

BS, Wilson College; MS, Bombay University

#### Experience

Integrated Security Solutions, Inc. *President & CEO* 

2007 to Present

Howell has supervised teams for many of BSI's access control and security systems projects, including:

- Systems Engineer/Video Systems SME who was akkey player in the modernization of the video surveillance system at LAWA. He is currently managing team responsible for the operations and maintenance of CCTV systems at LAX between August 2017 and July 2020. Developed master plan and design for the new Enterprise Security Surveillance System (VISION) for LAX airport supporting over 3000 cameras with long-term storage capability. Developed three (3) separate specifications and RFPs during 2010-2011 for implementing Enterprise Video Management System (Phase I), 550 additional Network Cameras, and enhancement to Access Control Systems for the Airport. Provided an integrated CCTV system architecture that resulted in over 45% cost savings for the Airport during the implementation phase and 30% efficiency thereafter. Successfully Completed installation and configuration of Enterprise Video Management system (NICEVISION) and Video storage system (HP IBRIX NAS) at LAWA co-location facility supporting 3000 cameras, hundreds of workstations, and multitude of other security sensors integrated with the VMS. Working on further enhancements to the new system.
- Principal, Security Systems Integrator Ali provides consultancy to federal government clients through government contractors and major system integrators defining new standards in security enhancements for critical infrastructure, transportation, border protection, and public safety. Worked closely with security system manufacturers and vendors to enhance core capabilities of security products to meet new industry standard requirements - identified product deficiencies and provided appropriate resolutions. Provided presentations and whitepapers to clients on security solutions by assisting in RFP preparation and/or staff hiring and development. Assisted Central Police Administration of Kuwait City and Dubai in creating a citywide video surveillance master security plan using wired and wireless technologies. Prepared a prototype design for a grant to implement "National ID Card Program" in Indonesia. Assisted major integrators such as Unisys and L3 corporations in preparing proposals to secure major contracts internationally.

## **APPENDIX B: CERTIFICATIONS**

ISSI's Genetec certifications follow:



This denoticate is hereby presenced on:

## Ali Ezzati

or cardify the completion of: Security Center - Oranicast Technical Certification 90-070-00 (-6:7

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Dans & Mary Department

Genelec





This certificate is hereby presented to:

# Narmin Sayyah

to certify the completion of: Security Center - Omnicast Technical Certification SC-OTC-001-5.8

Valid until: February 28, 2021 Certification Number: 961490 August 21, 2019

Pierre Racz, President

Generec





this certificate is hereby presented to:

# **Brody Carlson**

to certify the completion of: Omnicast Technical Certification OTC001-4.8

Celled north selections of a state of the st

Pierre Rasz President

Genetec





This certificate is hereby presented to:

# Tal Segal

to certify the completion of: Security Center - Synergis Technical Certification SC-STC-001-5.9

Valid until: December 31, 2021 Certification Number: 445787 June 24, 2020

Pierre Racz, President

Genelec



# EXHIBIT "B"

Rates or Charges



Los Angeles
San Diego
Washington, D.C.
Jacksonville
Dallas

723 East Green Street • Pasadena, CA 91101
6033 W. Century Blvd. • Suite 630 • Los Angeles, CA 90045
525 B Street • Suite 1500 • San Diego, CA 92102

2450 Crystal Drive · Suite 500 · Arlington, VA 22202
4640 Sub Chaser Court #106 · Jacksonville, FL 32244
2338 Robinhood Dr. · Grand Prairie, TX · 75050

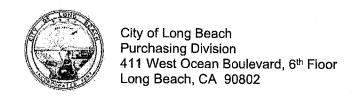
### **Cost Proposal**

#### Fee Schedule

Worker	Regular shift	Overtime and Saturdays (1.5x)	Holidays and Sunday(2x)	Standby, travel time
Journeyman-sound	\$130.43	\$195.64	\$130.43	\$130.43
Foreman-sound	\$135.99	\$203.99	\$271.99	\$135.99
Journeyman-electrical	\$141.90	\$212.86	\$283.81	\$141.90
Foreman-electrical	\$189.20	\$283.80	\$378.41	\$189.20
Heavy equipment operator	\$162,50	\$243.75	\$325.00	\$162.50
Project Manager	\$180.00	\$180.00	\$180.00	\$180.00
Project Engineer	\$120.00	\$120.00	\$120.00	\$120.00
Network Engineer	\$130.00	\$130.00	\$130.00	\$130.00
System Integration Engineer	\$150.00	\$150.00	\$150.00	\$150.00

			Number of hours expected to complete task	Unit of measurement	
1.	Remov	al of existing camera hardware			
	a.	Removal of camera	3	per unit	
	b.	Removal of ancillary equipment	3	per unit	
	c.	Removal of cabling	1	per run	
	d.	Removal of power	4	per unit	
2.	Installa	ation of new camera hardware			
	a.	Commissioning, testing, and licenses	6	per unit	
	b.	Installation of camera and mount	4	per unit	
	c.	Installation of cabinets	12	per unit	
	C.	Installation of power Supplies	6	per unit	
	d.	Installation of supporting cabling	10	per 1,000'	
	e.	Configuration and installation documentation	4	per job	
3.	Installation of new fiber runs				
	a,	Pulling of fiber runs	12	per 1,000'	
	b.	Fiber splicing, 12 strand	0.3	per run	
	c.	Fiber testing, 12 strand	1	per run	
	d.	Trenching	0.1	per linear ft	
	e.	Boring/ saw-cut	0.4	per linear ft	
4,	Replac	ement of malfunctioning or damaged cameras			
	a.	Replacement of camera	8	per unit	

The cost to perform the scope of work outlined in Exhibit 1 Sample Project Cost Proposal and Q&A Meeting Attendance Addendum dated 9/21/2020 is - \$111,294.

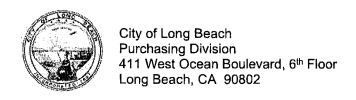


### Exhibit 1

## **Sample Project Cost Proposal**

Configuration of all hardware and software will be performed by City staff. Vendor is to provide labor and parts for this example project called Shoreline Drive and Shoreline Village Drive upgrade project. This sample proposal shall be included as part of your Cost Proposal.

- 1.1 The project is to remove and upgrade all hardware at the Shoreline Dr/Shoreline Village Dr intersection on the southeast pole. This location will be upgraded with Cisco switches and Hanwha cameras, and it will be connected to the City's fiber backbone.
  - 1.1.1 At the intersection of NW and SE intersection of Shoreline Dr/ Shoreline Village Dr the City will require that the vendor remove all camera hardware from the two poles including camera, power inside enclosure and Wi-Fi antenna.
- 1.2 The City will require an expansion Cabinet M64401 56X26X12 Caltrans-Natural-Best Lock to be installed on the side of the traffic signal cabinet located at the SE intersection of Shoreline Dr/Shoreline Village Dr. The vendor will bring in a dedicated 110 power outlet single gang from the meter located in the at the SE corner of Shoreline Dr/Shoreline Way to the inside of the expansion cabinet.
- 1.3 There is a 12-strand single mode loose tuber fiber coiled at the traffic signal pull box on the SE corner of Shoreline Dr/Shoreline Village Dr. The City will require that this fiber be brought inside the expansion cabinet and provide a WCH-02P enclosure with a CCH-CS12-A9-P00RE cassette with LC terminations to be hung inside the expansion cabinet, leaving any excess fiber coiled inside the traffic signal pull box.
- 1.4 The other end of this fiber extends across the street at the NE side of Shoreline Dr/Shoreline Village Dr and its coiled up in an enclosure. The City will require 4 strands to be spliced into an existing fiber on Shoreline Drive going west to an existing splicing enclosure.
- 1.5 The City will require a corning 12 strand loose tube fiber at the Pine/Shoreline Dr intersection and splice 4 strand then run this fiber inside the traffic enclosure and provide WCH-02P enclosure with a CCH-CS12-A9-P00RE cassette with LC terminations and to be hung inside the traffic cabinet leaving any excess fiber coiled inside the traffic signal pull box.
- 1.6 At the SE Traffic Pole of Shoreline Dr/Shoreline Village the City will require to purchase and install a Hanwha PNM-9230VQP camera with 4 Hanwha SLA-5M3700P lenses, strap a Pelco PA402 pole adapter and install a Pelco IWM-GY arm.



- 1.7 Install one Cat 6 OSP CommSCOPE CAT6 CS34P-10BLCK C6 4/23/UTP RL1KFT from the camera to the cisco switch inside the expansion cabinet and terminated with RJ 45's on both ends.
- 1.8 Inside the expansion cabinet you will purchase and install a 1-Cisco 3560CX-12PD-S with Cisco GLC-LH-SM SFP and two SM LC to LC patch cables.
- 1.9 Purchase and install one SSIQ8-R2-i5-8SE with a power supply PSU-R-240, to be installed inside the expansion cabinet.
- 1.10 Vendor to provide traffic control as required.
- 1.11 Vendor to provide their own bucket trucks as needed.
- 1.12 Vendor to provide all manufacturer and installation documentation.
  - 1.12.1 Documentation will include, serial numbers, model number, IP address, Mac Address, installation dates, and locations
- 1.13 Obtain all necessary permits required by the City.
- 1.14 For the Genetec vendors only, please provide a quote for
  - 1.14.1 SV-4011E-R14-96T-12-210 -BCD Genetec Server
    - 1.14.2 1 Genetec Camera License
    - 1.14.3 1 Genetec Camera Advantage
    - 1.14.4 1 Genetec/Lenel Plug in

# EXHIBIT "C"

City's Representative:
John Black, Wireless Officer
(562) 570-4807

# EXHIBIT "D"

Materials/Information Furnished: None

# EXHIBIT "E"

Consultant's Key Employee:

Garry Wood, Vice President
(661) 295-0265
gwood@birdi-inc.com