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OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attomey 333 West Ocean Boulevard, 11th Floor Long Beach. CA 90802-4664 14

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AGREEMENT

34957

THIS AGREEMENT is made and entered, in duplicate, as of May 23, 2018, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on April 17, 2018, by and between HALL INVESTIGATIONS, a sole proprietorship ("Contractor"), with a place of business at P.O. Box 41, Nuevo, CA 92567, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with Background Investigation Services ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals No. PD17-044, incorporated herein by this reference ("RFP"), 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:

1. SCOPE OF WORK OR SERVICES.

- A. Contractor shall furnish specialized services more particularly described in the RFP and Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00), at the rates or charges shown in Exhibit "B".
 - В. 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.
- D. By executing this Agreement, Contractor warrants that 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

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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.

- 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 June 1, 2018, and shall terminate at 11:59 p.m. on June 1, 2020, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. The parties have the option to extend the term for two (2) additional one-year periods at the discretion of City Manager.

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.
- 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 Wallace Hall. City shall have the right to approve any person proposed by Contractor to replace that key employee.
- INDEPENDENT CONTRACTOR. 4. 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.
- В. 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

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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.
- Η. 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.

- 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. 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 "C".
- 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 memoranda ("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.

- 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.
- 11. <u>CONFIDENTIALITY</u>. 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. <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

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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.

- 13. ADDITIONAL SERVICES. The City has the right at any time during 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.
- 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.

- A. 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

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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. <u>INDEMNITY</u>.

Α. 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.

- 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, 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.

Α. 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

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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.
 - Α. 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."

- В. 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 seg., 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 333 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. COPYRIGHTS AND PATENT RIGHTS.

- Α. Consultant shall place the following copyright protection on all Data: © City of Long Beach, California , inserting the appropriate year.
- В. City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to the City.
- C. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorneys' fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.
- COVENANT AGAINST CONTINGENT FEES. Contractor warrants 26. 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

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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.

- 27. 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.
- 28. 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.
- TAX REPORTING. As required by federal and state law, City is 29. obligated to and will report the payment of compensation to Contractor on Form 1099-Misc. 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.
- 30. 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.
- 31. 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.
 - 32. THIRD PARTY BENEFICIARY. This Agreement is not intended or

OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664 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.

	HALL INVESTIGATIONS, a sole proprietorship
June 11 , 2018	Name Wollace W Hall Title corner
	"Contractor"
6/26	CITY OF LONG BEACH, a municipal corporation By
	City Manager
	"City"
This Agreement is approved as	s to form on <u>JUNA 18</u> , 2018.

CHARLES PARKIN, City Attorney

Deputy

EXHIBIT "A"

Scope of Work/Services

Hall Investigations

P.O. Box 41 Nuevo, Ca. 92567 PI License No. 23369

City of Long Beach

Request for Proposal No.: RFP PD 17-044

Title: Background Investigation Services

NARRATIVE/TECHNICAL PROPOSAL

The City of Long Beach RFP PD17-044: Background Investigation Services

Table of Contents

COVERLETTER	
NARRATIVE/TECHNICAL PROPOSAL	4
PROJECT UNDERSTANDING AND APPROACH	5
STAFF RESOURCES AND QUALIFICATIONS	6
APPENDICES	7
LICENSE INFORMATION	9
COMPANY BACKGROUND AND REFERENCES	11
5.1.4 FINANCIAL STABILITY	
ATTACHMENTS	
EXHIBIT (A) ROADMAP	
EXHIBIT (B) SWORN EXECUTIVE SUMMARY REPORT	÷1
EXHIBIT (C) CIVILIAN EXECUTIVE SUMMARY REPORT	
WALLY HALL'S P.O.S.T. BACKGROUND INVESTIGATOR'S CERTIFICATE	

The City of Long Beach RFP PD17-044: Background Investigation Services

4.11.1 COVER LETTER

April 10, 2017

Hall Investigations

Ms. Michelle King

Purchasing Division

Ref: Background Investigation Services

333 W Ocean Blvd, 7th Floor

Long Beach, Ca. 90802

We would first like to thank you for considering Hall Investigations and the opportunity to bid with the City of Long Beach. Our executive and management team has over 40 years of investigative experience, which was gained from our employment with City, County, and State Fire Departments, San Bernardino County Sheriff, and the California Dept. of Corrections. We are an investigation firm that prides itself on being committed in providing you, the client, with the peace of mind of thorough and timely investigations.

Our organization is fully licensed by the California Bureau of Security and Investigative Services as a Private Investigator (PI License No. 23369) since 2003.

I believe you will be impressed with our experience, our care, and high quality of services provided by Hall Investigations.

We guarantee our firm will meet and satisfy your service needs with our professional demeanor, positive attitude, and competent work ethics.

Our Mission is to serve our clients with the highest level of professionalism and customer care. Our team strives to create for the client, an atmosphere of trust and loyalty as we work to meet their investigative needs.

Hall Investigations

W. Hall

Wallace Hall Owner/Manager

Respectfully Submitted,



OVERVIEW OF PROJECT

The City of Long Beach (City) is seeking proposals from qualified vendors with experience in providing professional background investigation services for law enforcement agencies. The awarded contractor(s) will be working directly with the Long Beach Police Department (LBPD) on an as-needed basis to perform pre-employment background investigations for both sworn and civilian staff. Pre-employment background investigations are conducted for all prospective LBPD employee, including police recruits. LBPD also conducts background investigations for other departments within the City such as Fire, Airport, and Parks, Recreation, and Marines. The City anticipates 275 pre-employment background investigations annually.

LBPD currently conducts pre-employment background investigations through a combination of in-house and contract background investigators. It is the City's intent to establish a list of qualified background investigation companies. The background companies will support the City, represent its interests, and ensure Peace Officer Standards and Training (POST) requirements are met in the pre-employment investigations of all candidates for employment with LBPD or the City.

STATEMENT OF QUALIFICATION

BIDDER'S RESPONSE:

Hall Investigations consists of: Wallace Hall Private Investigator Owner/Project Manager a Retired Fire Chief/Correctional Administrator and P.O.S.T. Certified Background Investigator. Mr. Hall has instilled the highest standards and qualities set forth by the Bureau of Security and Investigative Services, (BSIS).

Hall Investigations is a fully licensed and insured company that prides itself on being thorough and timely. At Hall Investigations, our primary goal is to service the investigative needs within our community while empowering employers with up to date accurate tools to make informed decisions on applicants. Hall Investigations believes that as active and retired members of multiple Law Enforcement Agencies, Fire Life Safety Organizations, and Military Groups we welcome the opportunity to providing exemplary Investigative Services to the City of Long Beach.

Hall Investigations guarantees that our firm will meet and satisfy your service needs with our professional demeanor, positive attitude, and competent work ethics. We accept the terms and conditions set in this RFP, the Pro Forma Agreement, and we are in receipt of all amendments and/or addendums to this RFP.

4.11.2 Project Understanding and Approach

SCOPE OF PROJECT

The City is requesting proposals from qualified and professional background investigation companies with experience performing pre-employment investigations for law enforcement agencies. The qualified firm(s), team(s) or individuals(s) shall provide investigative services on an "as needed" basis during the term of the contract.

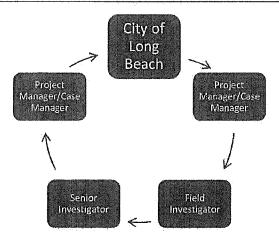
As directed by the City, the contracted investigation contractor(s) will administer preemployment investigations in conformance with all State of California and City of Long Beach regulations and policies.

3.1 Basic Services

1

BIDDER'S RESPONSE: Bidder acknowledges and agrees to the section 3. Scope of Project of the original RFP.

Below you find our Project Flow Chart, Description of Project Approach and references to; Exhibit A (Roadmap Example), Exhibit B (Summary Report Example).



BIDDER'S DESCRIPTION OF PROJECT APPROACH:

Hall Investigation's services begin when the City of Long Beach designee issue a request for services and forward the Applicant's Background Packet to Hall Investigations Project Manager/Case Manager.

Project Manager's Duties are; 1. Initiate the Applicant's file and Roadmap Worksheet (See Exhibit A. Roadmap Worksheet). 2. Complete the In-Office Investigation Database and Source Information searches through companies such as The Work Number. 3. Assign the

File to a Field Investigator. 4. Provide weekly updates or as needed to the City on case management progress and/or barriers to insure the 4 to 8 week turnaround timelines are meet or extension are requested.

Field Investigator's Duties are; 1. Review the initial (PHS) and cross-reference the In-Office Investigation Information Search received from the Project Manager, begin working the Roadmap Worksheet. 2. Conduct in-person interviews, prepare mail-outs for criminal record inquiries, agency inquiries, references inquiries, residence canvassing, previous employment inquiries, and review and verify legal, DMV, education, and military documentations. 3. Notify the Project Manager immediately of any information reviewed that would disqualify the applicant from employment. 4. Complete the Roadmap Worksheet and generate a Summary Report of findings (See Exhibit B Executive Summary Report). 5. Forward the Completed File to the Senior Investigator for compliance review.

Senior Investigator Duties are; 1. Review the Completed file to insure conformance with all the State of California P.O.S.T. guidelines and the City of Long Beach regulations and policies. 2. Review the content of file to insure the conformance with the scope of the project and the Basic required services are meet. (Quality Assurance) 3. Return the Reviewed Completed file the Project Manager/Case Manager.

Project Manager; 1. Review the file for Quality Assurance. 2. Return the file to the City of Long Beach. 3. Prepare invoice of services rendered.

4.11.3 STAFF RESOURCES AND QUALIFICATIONS

BIDDER'S RESPONSE: Our Investigator's

1

Hall Investigators have a minimal of at least five year's prior experience in investigative work. We also have personnel that are multilingual who has the ability to articulate and writing concise reports in other languages.

Recruitment Sources: In order for a candidate to obtain a position as Investigator with Hall Investigations he/she must have retired in good standing from a Law Enforcement and/or Fire Agency.

Hall Investigations can manage a caseload of 20 at one time. Our Investigators' will not exceed a caseload of 5 investigations per Investigator without hiring and training more investigators and support staff. To maintain the level of service and guarantees that our firm will meet and satisfy your service needs with our professional demeanor, positive attitude, and competent work ethics.

4.11.4 APPENDICES

BIDDER'S RESPONSE: Key Personnel

Wallace Hall Private Investigator/Project Manager/Owner/Operator 2003 to Present; (1993 to Present), Level I Reserve Deputy with the San Bernardino County Sheriff Dept. assigned to the Specialized Investigation Division, (2003-2013) Retired Fire Chief from the Department of Corrections and Rehabilitation served as a Correctional Administrator, Equal Employment Opportunity Coordinator. (1990-2003) Fire Inspector, Arson Investigator, and Deputy Fire Marshal for Chino Valley District. (1985-1990) Fire Fighter, Engineer for Riverside County Fire Department.

Education; Bachelor of Science Degree in Fire Protection Administration and Technology (1996) A. S. Degree Correctional Science (1977),

Special Training; **P.O.S.T. Certified Background Investigator (2007)**. Correctional Advance Supervision Training,

Reference: Detective Charles Phillips (909) 387-3626, Fire Chief Tim Shackelford (909) 902-5260, Associate Warden Rob Kettle (909) 606-4917.

Comparable Projects and years in Investigations; San Bernardino Sheriff's Specialized Investigations Unit (26) years, LBPD Backgrounds Unit Contract # RFP PD 15-145, City of West Covina, Investigative Services 2015 Contract #1115C.

Frank Haywood Hall Investigations Private Investigator/Qualified Manager/Case Manager; 2011 to Present; (1993-2016) Retired Correctional Worker from the California Dept. of Corrections and Rehabilitations.

U.S. Marine Corps (1989-1993)

Reference; CCPOA Representative Ercell Sellers (213) 300-1654, Associate Warden Rob Kettle (909) 606-4917, Warden Dean Borders (909) 597-1821.

Comparable Projects and years in investigations (6) years; LBPD Backgrounds Unit Contract # RFP PD 15-145, City of West Covina Investigative Services 2015 Contract #1115C.

LaBarbara Nash Hall Investigations Senior Investigator P.O.S.T Certified Background Investigator; 2015 to Present: (1996-2015) Retired Special Agent; Office of Internal Affairs from the California Dept. of Corrections and Rehabilitations.

References: CDCR OIA Chief Dwayne Davidson (909) 772-9519, Staff Analyst Felicia Douglas, (909) 214-3992, Lovie Sarpy (310) 350-7959.

Comparable Projects and years in Investigations; CDCR OIA (8) years, LBPD Backgrounds Unit Contract # RFP PD 15-145.

The City of Long Beach RFP PD17-044: Background Investigation Services

Investigators'

Greg Nash. P.O.S.T Certified Background Investigator

Greg Myers. P.O.S.T Certified Background Investigator

Tom Goeller. P.O.S.T Certified Background Investigator

Nadine Goeller. P.O.S.T Certified Background Investigator

The City of Long Beach RFP PD17-044: Background Investigation Services

BUREAU OF SECURITY AND INVESTIGATIVE SERVICES

Licensee Name: HALL

INVESTIGATIONS

License Type:

Private Investigator

License

23369

Number:

License Status: CLEAR Definition

Expiration Date: January 31, 2019

Issue Date:

January 09, 2003

City:

NUEVO

County:

RIVERSIDE

Actions:

Business Owners

HALL WALLACE WALTER

Qualified Managers and Principals

- 1. MANAGER/OWNER HALL WALLACE
- 2. MANAGER HAYWOOD FRANK

Related Licenses/Registrations/Permits

No records returned

The City of Long Beach RFP PD17-044: Background Investigation Services

4.11.5 ATTACHMENTS

EXHIBIT (A) ROADMAP

EXHIBIT (B) CIVILIAN EXECUTIVE SUMMARY REPORT

EXHIBIT (C) SWORN EXECUTIVE SUMMARY REPORT

WALLY HALL'S P.O.S.T. BACKGROUND INVESTIGATOR'S CERTIFICATE

BIDDER'S RESPONSE: Bidder acknowledges and agrees to the sections 5 through 9 of the original RFP.

BIDDER'S RESPONSE: Bidder acknowledges and agrees to the sections 5 through 9 of the original RFP. See attachment for 5.1.4 Financial stability.

9. COMPANY BACKGROUND AND REFERENCES

9.1 PRIMARY CONTRACTOR INFORMATION

Name of Company:

Hall Investigations P.I. No. 23369

Company Ownership:

Wally Hall Sole Proprietor

Type of Company:

Private Investigative Services, Company

Company Address:

P.O. Box 41 Nuevo, Ca. 92567

900 N LA Brea Inglewood, Ca. 90302

Number of Employees

7

Point of Contact Phone:

Wally Hall

P.O. Box 41 Nuevo, Ca. 92567

951-852-4567

E-mail:

hallinvestigations2015@gmail.com

Company background/history and why Contractor is qualified to provide the services described in this RFP.

Number of year's company has been in business: 13 Years.

BIDDER'S RESPONSE: Wally Hall has provided Investigative Services for the Public sector since 1985 (32) years. Licensed in the Private Sector for 13 years.

The City of Long Beach RFP PD17-044: Background Investigation Services

9.2 SUBCONTRACTOR INFORMATION

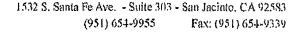
9.2.1 Does this proposal include the use of subcontractors? NO

9.3 REFERENCES

BIDDER'S RESPONSE: See section, 4.11.4 Appendices

9.4 BUSINESS LICENSE

BIDDER'S RESPONSE: Firm will obtain local business license if awarded contract.





04/10/2017

To Whom it May Concern:

I have prepared the accompanying financial statements - specifically the Income Statement and Balance Sheet - for Hall Investigations (a sole proprietorship) for the year ended 12/31/2016. Financials were prepared in accordance with Generally Accepted Accounting Principles (GAAP) using the cash method of accounting.

Hall Investigations is a sole proprietorship fully owned and operated by Wallace W. Hall. While the entity itself is relatively new, the entity is informally partnered with another entity that supports operations.

Financials were prepared using information provided by management. Various steps were taken to ensure reliability of information provided. However financial statements were not fully audited and therefore this letter and contents within should not be considered audited financials. That being said, I feel more than reasonably sure that the contents within are accurate.

Please reach out if you have any questions.

Ryan Tippetts, CPA; EA

m: 310 691-4466

Income Statement

Hall Investigations Year Ending December 31, 2016

Dollars
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Statements
Financial
Finar

32200	3778 9500 13278	18922	324 5619 231 1230 48 120 6000 3606 5280	(3675)
Financial Statements in U.S. Dollars Revenue Gross Sales Less: Sales Returns and Allowances Net Sales	Cost of Goods Sold Add: Purchases Direct Labor Cost of Goods Sold	Gross Profit (Loss)	Expenses Bank Charges Insurance Licenses and Fees Meals & Entertainment Office Expense Parking & Tolls Postage Rent Telephone Vehicle Expenses Total Expenses	Net Operating Income

Balance Sheet

Hall Investigations December 31, 2016

Assets Current assets Cash Other	4,282.65
Total current assets	4,282.65
tilked assets	isk olasiiski -
Total fixed assets	
Other assets:	12. 14%; R. E.
Total other assets	
Total assets	4,282.65
Liabilities and owner's equity Current liabilities Other Total current liabilities	
Long term liabilities:	
Totallping-term liabilities	
Owners equity Investment capital	
Accumulated retained earnings Total Swiner's Equity	4,282.65 4,282.65
	4,282.65

ROADMAP WORKSHEET

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5 San Bernardino SO	8	R	С	8	Carol	\$	R	C		
6	S	R	C	10	Elizabeth	\$	R	C		
7	S	R	С	LAN	DLORDS					
8 CP	S	R	¢	11	Henry/Lupe	S	R	c		
9 Riverside Community Co	llege S	R	G	12	Quail Ridge Apt	S	R	C		
10 University of CA Rivers		R	С	13	Jaime	·	R	c		
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ROADMAP WORKSHEET

NAME: DOE, ABC	AKA(S	5)		SSN: 123-45-6567				
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25	S	R	C	25		S	R	C
26	S	R	C	26		S	R	C
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POLICE OFFICER EXECUTIVE SUMMARY

DIS	POSITION
Hire	Selectable
☐ No Hire	Hold/Follow-up

File #:	XYZ	XYZ Reviewed By: Sgt. J. SMITH			Lt. S. SMITH			Н	Cmdr. K. KNOWLES			
Date:	1/9/2017	Age:	24	HGT:	5'10"	WGT:	18	4	Investigator: J. DOE			
PAT Score:	1:05	-14	Retest Score:		N/A	Å		1.5	Mile:	13:06	Push ups:	40

EDUCATION

School	Dates	Units	GPA	Comments	
Bellevue Christian High School	06' to 6/17/10		3.61	Ranked 36/81	
Whitworth University	8/10 - 6/14	138	3.5	B.A. in Business Management	
7	OTAL COLLEGE UNITS	138			

ORAL INTERVIEW SCORE

91%

Comments were applicant looked sharp, confident, well spoken, showed preparation, and made good eye contact. Applicant recently moved from Washington State to Long Beach, applicant did a good job researching the City and the Long Beach Police Department. Applicant also scored above average in each section of the interview showing a clear understanding of the city and police work.

AUTOBIOGRAPHY

Well written, chronological order, with good penmanship.

DRUG/ALCOHOL ADMISSIONS

Marijuana 20 -25 times with the last time in ('08). Applicant admits to one public intoxication (after bachelor party) in the last three years and three in a lifetime. Applicant does not admit to any DUI.

POLYGRAPH

No significant response and there was no information discovered that was not previously known,

PERSONAL REFERENCES

25-contacted - Comments were positive about applicant's character. Statements obtained from family, friends, co-workers, and military colleagues describe the applicant as extremely dependable, a very good decision maker, and has always treated all persons fairly. Family and friends are supportive of applicant's decision in a career in law enforcement.

RESIDENCE

Applicant was born abroad in Texas and grew up in Washington a suburb of Seattle and recently relocated to the city of Long Beach. Applicant currently resides with spouse in a moderate high rise apartment building, the residence was well kept and clean. Neighbors reported that the applicant is polite and respectful.

Dates	Address	Comments
9/16 to	1900 E Ocean Blvd Long Beach,	Applicant resides with spouse and dog.
Present	CA.	

File	4	XYZ	4,2	# 10.10 h	-
I ME T		7. L			

Dates	Address	Applicant resided with parents temporary prior to relocating to Long Beach.	
6/16 - 9/16	17426		
9/15 - 5/16	701	Landlord stated the applicant was a model of acceptance & tolerance. Relocated to help with the transition.	
8/14 - 8/15	616	Landlord was contacted but failed to complete the questionnaire. No concerns.	
6/13 - 7/14	11110	Applicant resided with (4) house mates during college, Landlord did not have an opinion of applicant.	
1/13 - 6/13	10110	Temporary housing after military training. Landlord did not have any negative comments.	
10/12 - 12/12	5200	Military quarters during training.	

EMPLOYMENT

Dates	Place of Employment	Comments	
12/16 to Present	ABC	Applicant's supervisor describes the applicant as always punctual and dependable, stated the applicant works very well independently.	
2/12 - Present	U.S. Army	Sgt First Class/Platoon Leader stated applicant is good soldier, who complete assignments to the best of ability and a soldier you can count on.	
1/16 - 10/16	DEF	Employment verified through the Work Number and coworker. Coworker's comments were the applicant is very good with building relationships with people. Believes the applicant would make a good police officer.	
7/14 - 1/16	LMO		
10/13 - 5/14	Whitworth University	No response from university.	
6/13 - 8/13	QRS	Intern Position: Human Resources manager and coworker comments were applicant has a team player mentality, hard worker, and was very pleasant to work with.	

PREVIOUS POLICE OFFICER TESTING

Applicant applied prior to relocating to Long Beach, applicant withdrew after researching agencies and their location not to further waste agency resources.

Agency/Date	Comments	Agency/Date	Comments
Santa Monica PD 9/16	Failed Written	Anaheim PD 8/16	App-only/Withdrawn
Vernon PD 8/16	App/Withdrawn	Ontario PD 8/16	Oral/ On-List/Withdrawn
Beverly Hills PD 8/16	Written/On-List/Withdrawn	Glendale PD 8/16	App-only/Withdrawn

MILITARY EXPERIENCE

US Army Reserve enlisted rank E-4 Specialist, current contract dates are from 2/2016 to 2/2020. Applicant Honorably completed first enlisted term from 2/2012 through 2/2016, applicant also transitioned from a Carpentry and Masonry Specialist to Psychological Operations Specialist. Superior and peers spoke highly of applicant as a leader.

File#:	

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Accounts in good standing (13) open never late, (7) paid closed never late, education loans totaling \$46220,00 deferred to 1/2019.

LEGAL

No concerns			
Agency/Date	Comments	Agency/Date	Comments
Bellevue Christian School 12/12	No record	Whitworth University 12/18	No record
Gulfport MS PD 12/5	Pending response	US Army Provost 12/5	No record
Washington State Patrol 12/20	No record	Missoula MT PD 12/5	No record

DMV ☑ Valid Driver's License ☑ Valid Insurance

Valid California Class C license expiration date 5/18/2021 and proof of insurance through USAA. Applicant prior licensed in Washington State driving record reviewed with no concerns.

CITATIONS	ACCIDENTS
8/2012 Failure to Stop/Paid Fine	(1) 2008 At-Fault accident no damages or report filed.

SOCIAL MEDIA

Facebook and Instagram account viewed on 12/9/16. No concerns.

TATTOOS, PIERCINGS, BRANDINGS

LOCATION	DESCRIPTION	
Left Rib Cage	3" x 2" Celtic Cross - (religious significance)	
Scar on Right Wrist	2" from broken glass	
Ear Piercings	1 in each ear	

INVESTIGATOR COMMENTS

Applicant is characterized by family, friends, co-workers, previous supervisors, and military colleagues as dependable, mature and responsible. During this process there's nothing to dispute those statements. Applicant responded to request for information expeditiously and was both pleasant and cooperative. Applicant sincerely desires a career in law enforcement, and it appears the applicant's private affairs are in accordance with good moral conduct.

ADMINISTRATIVE COMMENTS

 v	v	H- 1	3 1	 FR	R	v٠

Robert G. Luna, Chief of Police

File#: X		

CIVILIAN EXECUTIVE SUMMARY

NAME: Henry,	0	F	POSITION: SSO III-Armed			DATE: 12/08/16	
SOCIAL SECURITY #: 555-55-5959			INVESTIGATOR: W. Hall			EVALUATOR: L. Pope	
DOB: 3/26/44	AGE: 32	нат: 5'11"	WGT: 185	HAIR COLOR: Br	own	EYE COLOR: Brown	

PERSONAL

The Applicant was born in Anaheim, California. He was raised and currently resides in Cypress, California. with his parents. He speaks fluent Spanish and is a US Army/Army Reserve veteran. He has also worked in the Security Industry since 2005 in different capacities.

EDUCATION	H.S.	CLASS	UNITS / 24 GPA 3.6
	GPA: 2.74	RANKING: 283/412	DEGREES:
	L.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		

Cypress High School (1999 to 2002) – 233 Credits, 2.74 GPA Golden West College (08/2013 to 06/2014) 24 Units, 3.6 GPA

REFERENCES

14 – Contacted 2 – No Response. References were contacted regarding the applicant's moral character, integrity, interpersonal relations, criminal activity and drug/alchol abuse. No concerns in those areas queried. References were overwhelmingly supportive of the applicant and career choices. Nothing negative was gathered.

RESIDENCES

2012 to Present – 4321 Adams, Long Beach CA. Applicant resides with parents and brother. Residence appeared well-maintained with no offensive materials posted. Parents states that applicant does make financial contributions to the household. Neighbors contacted had no negative response about the applicant or his family.

2010 to 2012 – 1234 Sam Dr, Long Beach, CA. The Applicant owned and sold the property and moved back to Cypress, CA. with his parents.

EMPLOYMENT

10/2015 – **Present - ABC.** (Armed Security) Employment dates were verified through The Work Number and current supervisor who has known applicant for over seven years. The supervisor's comments were "he personally depends on the applicant in day to day operations and holds the applicant in high regards for his work ethics, works hard and independently." He is also very supportive of the applicants abilities and desire to become a police officer.

08/17/15 - 08/19/15 DEF Security. (Security Guard) No information on file employed two days.

08/13 – 8/15 Unemployed. Applicant reported that after being laid off he explored his options of continuing his education and was applying for jobs at the pay scale similar to LBPD. He also applied with six law enforcement agencies during this time frame.

Applicant has applied with the following agencies;

Buena Park PD App Only Newport Beach PD Withdrawn
Orange PD Failed Oral OCSD DST Pending Response
OCSD Probation Withdrawn OCSD CSO Pending Response
CHP DQ Psych

05/07 – 8/13 ABC. (Security Officer) Human Resources verified dates of employment and job title only. Applicant was laid off due to a company wide reduction in force and given a severance package. His current supervisor with Inter-con Security Systems was also his prior supervisor at Southern California Edison and gives his highest recommendation for hire with Long Beach Police Department. Co-worker's comments were positive with nothing negative noted.

Employment Over 5 years.

9/05 - 5/07 (Armed Driver Part-time employment) Human Resource was contacted and there is no personnel file to review. Applicant self reported that he was suspended one day for insubordination. Applicant stated that supervisor asked him to violate Occupational Safety and Health Administration (OSHA) work hour rules. He refused and was written up and suspended for one day until the manager returned.

2/05 - 09/05 Hospital. (Security Guard) Employment was only verified by Experian Credit Report. The company went out of business.

02/03 – 02/05 US Army Active Duty, 2/05 – 10/10 Army Reserves. (Military Police) Applicant was honorably discharged after serving two years active and five years Inactive Ready Reserves. He was activated in 2020 for nine months and served in a designated imminent danger zone in Iraq.

FINANCIAL HISTORY

In good standing, 2 open accounts never late, 5 closed accounts.

LEGAL

Anaheim PD -	No Record	Huntington Beach PD -	
Bell PD -	No Record	Brea PD –	No Record
Cypress -	No Record	Los Alamitos PD –	No Record
Murrieta PD -	No Record	Pasadena PD –	
Tustin PD -	No Record	LASD -	
OCSD -		Riverside PD -	
Golden West Colle	ege Campus PD -		

POLYGRAPH

No Significant Responses.

Illegal Drugs- The Applicant admits to smoking marijuana 3 times in 2000.

<u>Public Intoxication</u> 1 time while serving in the military in Korea.

DUI - No admission.

DMV

Valid Class C License. Current proof of Insurance. No reported actions, convictions, or FTA/FTP on Applicant's DMV record. Applicant had a 2015 Not At Fault Traffic Collision. He was rear-ended by a driver not paying attention. An accident report was provided.

Applicant self-reported two speeding citation in 2006 and 2011. No other information gathered.

SOCIAL MEDIA

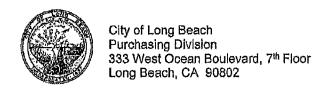
Reviewed Applicant's Facebook account nothing inappropriate, no other accounts located.

TATTOOS, PIERCINGS, BRANDISHINGS

None.

INVESTIGATOR'S COMMENTS

The Applicant was responsive in all contacts. Applicant appears to be well respected among family, friends, and peers. During the course of this investigation the applicant seems to be a conscientious person with great interpersonal skills, good work ethics, and has been very dependable as noted by his current supervisor. I feel this applicant is prepared for an opportunity with Long Beach Police Department.



RFP No. PD 17-044

City of Long Beach Request For Proposals Number PD17-044

For Background Investigation Services

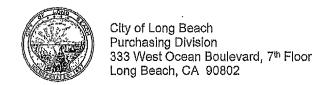
Posting of t Due Date:	ne Q & A:		04/03/2017 04/11/2017
City Contact:	Michelle King	Buyer II	562-570-6020

See Section 4 for instructions on submitting proposals.

Company Name Hall Thirestable Contact Person Wallace Hall
Address RO. BOX LI City NUEVO State CA Zip Gable T
Telephone (951) 853-4667 Fax ()Federal Tax ID No
E-mail: hallinvestigations 2015 Ogmail. Com
Prices contained in this proposal are subject to acceptance within _\tilde{\tii
I have read, understand, and agree to all terms and conditions herein. Date 4 10 2017 Signed W. Hall
Print Name & Title Wallace, Hall PRIVATE INVESTIGATOR OWNER
Rev 2016 0919

Background Investigation Services

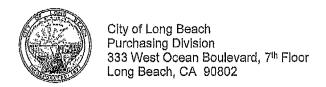
Page 1 of 21



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 Request for Proposal. Any exceptions MUST be documented.					
YES 🔀 N	YES _X NO SIGNATURE W. Hall				
EXCEPTIONS: At	tach additional shee	ts if necessary. Please use this format.			
	EXCE	PTION SUMMARY FORM			
RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)			
	<u>, , , , , , , , , , , , , , , , , , , </u>				



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.

WHALL
Authorized signature and date

WALLE HALL

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

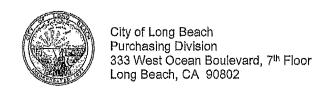
As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, 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.

HALL TN/ESTIGATIONS Business/Contractor/Agency	
Name of Authorized Representative	Private InvECTIGATOR OWNER Title of Authorized Representative
W. Hall Signature of Authorized Representative	4/10/17 Date r20141001



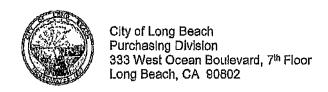
Acceptance of Certification

- 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

- 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.
- 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.



Form W-9

Give Form to the

Doparte	December 2014) ment of the Treasiny Revenue Service	Identification Number and Certification requester. Do no send to the IRS.			raquester. Do not send to the IRS.	
	Walter	on your income tax return). Nume is required on this line; E HALL ibregarded entity name, if different from above	do not leave this line blank,			
성	Herry	SUISETED LITES VILLE				
Print or type Specific Instructions on page 2.	edmont-olgaiz	te box for federal tex classification; check only one of that proprietor Corporation Ecorpora t.C.C	tion Partnomhip	☐ Trust/estate	Instruction	ions (codes apply only to likes, not inclviduals; see se on page 3); syss code (if eny)
Print or type : Instruction	Note. For a sk the tax classif	r company, Enter the tax classification (C=C corporation, S 1gle-member LLC that is disregarded, da not check LLC; o cation of the single-member owner.			Exemption value (if a)	n from FATCA reporting
£ 5	D Address founds	ructions) > , street, and opt. or outo no.)		Requester's nume		souris mantalead outside Ha (J.R.)
pads eas	P.O. SON	< 41		- informer of twitter	with water our	s Society and
υ,	1 - 1	ber(s) here (optional)		L		
						•
Par		er Identification Number (T(N)		, , , , , , , , , , , , , , , , , , , ,		
backu reside entitio	ip withholding. For at alien, sole prop	oropriate box. The TIN provided must match the ne Individuals, this is generally your social security in Retor, or disregarded entity, see the Part I Instructi yer identification number (EIN). If you do not have a	imber (SSN). However, t	ore	ountly rune	bar
Note.	If the account is in	more than one name, see the instructions for line	1 and the chart on page	A CONTRACTOR OF THE PARTY OF TH	r identificat	ion number
guidel	ines on whose nu	nber to enter.			-[]	
Par						
	bevajtjes ot betin	ry, I cértify that: n this form is my conect texpayer identification nu	mbarlarlam wakina ta	en meembere ta ben 1		السساد
2. lau Sei	m not subject to b: rvice (IRS) that I ar	ackup withhibiding because; (a) I am exempt from b a subject to beclup withholding as a result of a fail paoloup withholding; and	ackup withholding, or (b) I have not been	notified by	the Internal Revenue
		other U.S. person (defined below); and				
Cortil	ication instruction	ntered on this form (if any) indicating that I am exen no. You must cross out item 2 above if you have be to report all interest and dividends on your tax retu	en notified by the IRS ti	reit vou are curren	ily subject	to backup withholding
genera	at paid, acquisition	or spandonment of secured property, cancellation or shan interest and dividends, you are not required	of debt, contributions t	o an individual refi	irement an	rangement (IRA), and
Sign Here	Dignature of	w. The	De	110× 4/10	117	***************************************
	eral Instruc		* Form 1098 (home mo (luition)		8-E (sluden	t Ivan Interest), 1098-T
Future	developments, info	e internal Revorus Code Uniess observise noted, mailon about developments affecting Form W-S (auch vo release ii) is et www.irs.gov/i/w/J.	 Form 1099-C (onnotice) Form 1099-A (acquisite) 	tion or abandonmen		· · ·
Purp	ose of Form	-	Use Form W-0 only if provide your correct Til	fyou ara a U.S. pers N.	on (Including	s a resident allen), to
An indi- return v which c rember identific	vidual or entity (Form With the IHS must obt nay be your social se r (ITIN), adoption bus ontion number (EIN),	W-8 requester) who is required to file an information sin your correct texpeyor identification number (TIN) curify rumber (SSM), individual texpeyer identification eyer identification number (ATIN), or employer or report on an information rutum the smount paid to bill on an information rotum. Examples of information imited to, the following:	If you do not return F to backup withholding. By eigning the filled-t	orm W-9 to the requ See What is backup out form, you:	witholding	TiN, you might be subject 7 on page 2. I are waiting for a number
you, or returns	omeramount report include, but are not l	wie on an invernation return. Examples of information imited to, the following:	2, Certify that you are	not subject to back	blacklijw gür	ing, or
• Form	1090-INT (interest or	mid or baid)	3. Claim exemption in	rom backup withhold	ling if you m	e a U.S. exempt payes, If
• Form 1999-INT (interest earned or peld) • Form 1999-INT (interest earned or peld) • Form 1999-INT (interest earned or peld) • Form 1999-INT (dividends, including those from stocks or mutual funds) • Form 1999-INT (dividends, including those from stocks or mutual funds) • Form 1999-INT (interest earned or peld) • Form 199			not subject to the			
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		Cat No	.10231X			Form W-9 (Rev. 12-2014)

Attachment G

EQUAL BENEFITS ORDINANCE DISCLOSURE

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 f 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: WALLACE HALL	Title: Owner
Signature: W. Hall	Date: 9 10/17
Business Entity Name: <u>HぬN エレヘンンℰℇℾエ℄</u> ⅇ	STONE

Section 3. PROVISIONAL COMPLIANCE

A.	the following date:
	By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
	At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
	Upon expiration of the contractor's current collective bargaining agreement(s).
₿.	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
City to pro our plans	issuance of purchase order or contract award, you may be required by the ovide documentation (copy of employee handbook, eligibility statement from a, insurance provider statement, etc.) to verify that you do not discriminate in ion of benefits.
Section 5.	CERTIFICATION
oregoing By signing Equal Ber	under penalty of perjury under the laws of the State of California that the is true and correct and that I am authorized to bind this entity contractually. I this certification, I further agree to comply with all additional obligations of the lefts Ordinance that are set forth in the Long Beach Municipal Code and in of the contract of purchase order with the City.
Executed	this <u>10</u> day of <u>Apr-11</u> , 20 <u>17</u> , at <u>600 Am</u> ,
lame <u> W</u>	Mac Hall Signature W. Hall
me <u>Rav</u> o	Se Invests Gator Federal Tax ID No

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

	: <u>Hall Tuyestigations</u> Federal Tax ID N ss: <u>P.o., Box</u> 41	vo
City: <u> </u>	NUEVO State: O. Z ct Person: (U41140 Hall Telephone: 951 halliny@strgationSeo(50gmk). Fax: Com	- <u>853-4567</u>
Section 2	n 2. <u>COMPLIANCE QUESTIONS</u>	
A.	The EBO is inapplicable to this Contract because the no employeesYesXNo	ne Contractor/Vendor has
₿.	Does your company provide (or make available at tany employee benefits? Yes X No (if "yes," proceed to Question C. If "no," proceed to does not apply to you.)	
C.	Does your company provide (or make available at t any benefits to the spouse of an employee? YesxNo	he employees' expense)
D.	Does your company provide (or make available at to any benefits to the domestic partner of an employe Yes X No (if you answered "no" to bot proceed to section 5, as the EBO is not applicable answered "yes" to both Questions C and D, please you answered "yes" to Question C and "no" to Question 3.)	e? h questions C and D, to this contract. If you continue to Question E. I
E,	Are the benefits that are available to the spouse of the benefits that are available to the domestic partrey Yes No (If "yes," proceed to section 4, as you are in complication to section 3.)	er of an employee?



City of Long Beach

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

April 3, 2017

ADDENDUM #1

QUESTIONS & ANSWERS

RFP PD 17-044 Background Investigation Services

This addendum changes and supersedes the language in the original RFP. Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who falls to submit this addendum may be disqualified.

1. Question: Do you currently have a list of approved vendors for these services?

Answer: Yes. Our current vendors are:

- Halls Investigation
- Steven Beckman Investigations
- Summit Security Services
- Jackson Jackson Associates
- Question: What are the current prices you pay for these services?

Answer: Dependent on services performed, we're paying from \$75 to \$1,650.

3. Question: Will a skype, or online, interview be substantial to meet the requirement of "inperson interview" as defined in 3.1.3?

Answer: No, a skype or online interview with applicants will not be substantial. An inperson interview is required.

4. Question: Define and explain the word "legal" as used in 3.1.9.

Answer: In section 3.1.9 "legal" documents refers any City, State, Federal, Court or County documents including but not limited to birth certificates, naturalization documents, court orders, marriage certificates, etc.

Prepared By:		Date: April 3,	, 2017
Acknowledged By:	Buyer II HALL TINVESTS (34) Company Name	Zhoet	
	Nattaca Hall Print Name	41h	Eivete Investibetor owner
	W. Hall Signature		4 10 17 Date

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



Ben Clark Public Safety Training Center

ONDEETION This is to certify that (MRTITICATE

WALLACE HA

Has Satisfactorly Completed 36 Hours of

Background Investigations

POST # 2200-30340

March 26 - 30, 2007

EXHIBIT "B"

Rates or Charges

The City of Long Beach RFP PD17-044: Background Investigation Services

Hall Investigations

P.O. Box 41 Nuevo, Ca. 92567 PI License No. 23369

City of Long Beach

Request for Proposal No.: RFP PD17-044

Title: Background Investigation Services

Cost Proposal

The City of Long Beach RFP PD17-044: Background Investigation Services

COST PROPOSAL SHEET

Hall Investigations

1. BUNDLED SERVICES

The firms fixed fee/cost on the bundled service items listed below that are requested as described in the Scope of Project (all inclusive of all the items identified below).

Description		Base Years 1-2		Option Years 3-4
Basic Services	Est. Annual Oty.	Unit Cost	Ext. Cost	
a. Application Review b. Database and In-Office Investigation c. In-Person Interview d. Criminal History (Federal and Local) Inquires e. Reference Inquires	275	Not to exceed Sworn \$1,400.00		2% per year
f. Residence/Neighborhood Inquires g. Law Enforcement Agency Inquiries (Applied) h. Employment Inquires i. Review Legal, DMV, Education, and Military Documents j. Mileage k. Travel Expenses for Requested In- Person Interviews Outside of California l. DVD, CD-ROM Discs, Flash Drive		Civilian \$1,000.00		

The City of Long Beach RFP PD17-044: Background Investigation Services

Fee Schedule Per Case

Fee Breakdown Per Phase

Phase 1	\$500.00
In-Office Investigation/Mail-outs	
Phase II	\$500.00
Assign Field Investigator	
In-Person Interview	
Cross Reference Data	
Phase III Reference Check	\$200.00
Law Enforcement Inquires	
Neighborhood Canvasing	
Relative Inquires	
Employment Inquires	
Phase IV	\$200.00
Prepare Summary Report	
Invoice	
Deliver Reports	
CIVILIAN NOT TO EXCEED	\$1000.00
SWORN NOT TO EXCEED	\$1400.00

CERTIFICATIONS
I, WALLAND Hall Investigations, hereby certify
that Hall Investigations, by submission of this proposed quote valid for (90) days and in response
to the RFP PD17-044 agree upon contract award to carry out the requirements specified and
obligations set forth therein.
Signature W. Hall
Date: April, 10, 2017
Title Private Investigator

EXHIBIT "C"

City's Representative:
Annie Khin
(562) 570-6635

EXHIBIT "D"

Additional Materials/Information Furnished: NONE