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

1 E. Contractor must adopt reasonable methods during the life of
2 the Agreement to furnish continuous protection to the work, and the equipment,
3 materials, papers, documents, plans, studies and other components to prevent
4 losses or damages, and will be responsible for all damages, to persons or property,
5 until acceptance of the work by the City, except those losses or damages as may
6 be caused by the City's own negligence.

7 F. CAUTION: Contractor shall not begin work until this
8 Agreement has been signed by both parties and until Contractor's evidence of
9 insurance has been delivered to and approved by City.

10 2. TERM. The term of this Agreement shall commence at midnight on
11 January 5, 2021, and shall terminate at 11:59 p.m. on January 4, 2023, unless sooner
12 terminated as provided in this Agreement, or unless the services or the Project is
13 completed sooner. The term may be renewed for three (3) additional one-year periods.

14 3. COORDINATION AND ORGANIZATION.

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

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

28 4. INDEPENDENT CONTRACTOR. In performing its services,

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

12 5. INSURANCE.

13 A. As a condition precedent to the effectiveness of this
14 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
15 duration of this Agreement, from insurance companies that are admitted to write
16 insurance in California and have ratings of or equivalent to A:V by A.M. Best
17 Company or from authorized non-admitted insurance companies subject to Section
18 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
19 by A.M. Best Company, the following insurance:

20 (a) Commercial general liability insurance (equivalent in scope to
21 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
22 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
23 coverage shall include but not be limited to broad form contractual liability,
24 cross liability, independent contractors liability, and products and completed
25 operations liability. City, its boards and commissions, and their officials,
26 employees and agents shall be named as additional insureds by
27 endorsement (on City's endorsement form or on an endorsement equivalent
28 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance

1 shall contain no special limitations on the scope of protection given to City,
2 its boards and commissions, and their officials, employees and agents. This
3 policy shall be endorsed to state that the insurer waives its right of
4 subrogation against City, its boards and commissions, and their officials,
5 employees and agents.

6 (b) Workers' Compensation insurance as required by the California
7 Labor Code and employer's liability insurance in an amount not less than
8 \$1,000,000. This policy shall be endorsed to state that the insurer waives
9 its right of subrogation against City, its boards and commissions, and their
10 officials, employees and agents.

11 (c) Professional liability or errors and omissions insurance in an
12 amount not less than \$1,000,000 per claim.

13 (d) Commercial automobile liability insurance (equivalent in scope
14 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
15 amount not less than \$500,000 combined single limit per accident.

16 B. Any self-insurance program, self-insured retention, or
17 deductible must be separately approved in writing by City's Risk Manager or
18 designee and shall protect City, its officials, employees and agents in the same
19 manner and to the same extent as they would have been protected had the policy
20 or policies not contained retention or deductible provisions.

21 C. Each insurance policy shall be endorsed to state that coverage
22 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
23 written notice to City, shall be primary and not contributing to any other insurance
24 or self-insurance maintained by City, and shall be endorsed to state that coverage
25 maintained by City shall be excess to and shall not contribute to insurance or self-
26 insurance maintained by Contractor. Contractor shall notify City in writing within five
27 (5) days after any insurance has been voided by the insurer or cancelled by the
28 insured.

1 D. If this coverage is written on a “claims made” basis, it must
2 provide for an extended reporting period of not less than one hundred eighty (180)
3 days, commencing on the date this Agreement expires or is terminated, unless
4 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
5 continuing coverage for a period of not less than three (3) years, commencing on
6 the date this Agreement expires or is terminated.

7 E. Contractor shall require that all sub-contractors or contractors
8 that Contractor uses in the performance of these services maintain insurance in
9 compliance with this Section unless otherwise agreed in writing by City’s Risk
10 Manager or designee.

11 F. Prior to the start of performance, Contractor shall deliver to City
12 certificates of insurance and the endorsements for approval as to sufficiency and
13 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
14 insurance, furnish to City certificates of insurance and endorsements evidencing
15 renewal of the insurance. City reserves the right to require complete certified copies
16 of all policies of Contractor and Contractor’s sub-Contractors and contractors, at any
17 time. Contractor shall make available to City’s Risk Manager or designee all books,
18 records and other information relating to this insurance, during normal business
19 hours.

20 G. Any modification or waiver of these insurance requirements
21 shall only be made with the approval of City’s Risk Manager or designee. Not more
22 frequently than once a year, City’s Risk Manager or designee may require that
23 Contractor, Contractor’s sub-Contractors and contractors change the amount,
24 scope or types of coverages required in this Section if, in his or her sole opinion, the
25 amount, scope or types of coverages are not adequate.

26 H. The procuring or existence of insurance shall not be construed
27 or deemed as a limitation on liability relating to Contractor’s performance or as full
28 performance of or compliance with the indemnification provisions of this Agreement.

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

16 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
17 certifies that, at the time Contractor executes this Agreement and for its duration,
18 Contractor does not and will not perform services for any other client which would create a
19 conflict, whether monetary or otherwise, as between the interests of City and the interests
20 of that other client. And, Contractor shall obtain similar certifications from Contractor's
21 employees, sub-Contractors and contractors.

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

26 9. OWNERSHIP OF DATA. All materials, information and data
27 prepared, developed or assembled by Contractor or furnished to Contractor in connection
28 with this Agreement, including but not limited to documents, estimates, calculations,

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

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

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

27 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
28 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor

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

5 13. ADDITIONAL SERVICES. The City has the right at any time during
6 the performance of the services, without invalidating this Agreement, to order extra work
7 beyond that specified in the RFP or make changes by altering, adding to or deducting from
8 the work. No extra work may be undertaken unless a written order is first given by the City,
9 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
10 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
11 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
12 City Representative. Any greater increases, taken either separately or cumulatively, must
13 be approved by the City Council. It is expressly understood by Contractor that the
14 provisions of this paragraph do not apply to services specifically set forth in the RFP or
15 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
16 the services to be provided pursuant to the RFP may be more costly or time consuming
17 than Contractor anticipates and that Contractor will not be entitled to additional
18 compensation for the services set forth in the RFP.

19 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
20 from any amount payable to Contractor (whether or not arising out of this Agreement) any
21 amounts the payment of which may be in dispute or that are necessary to compensate the
22 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
23 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
24 performing or failing to perform Contractor's obligations under this Agreement. In the event
25 that any claim is made by a third party, the amount or validity of which is disputed by
26 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
27 City may withhold from any payment due, without liability for interest because of the
28 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the

1 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
2 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

20 17. PREVAILING WAGES.

21 A. Consultant agrees that all public work (as defined in California
22 Labor Code section 1720) performed pursuant to this Agreement (the "Public
23 Work"), if any, shall comply with the requirements of California Labor Code sections
24 1770 *et seq.* City makes no representation or statement that the Project, or any
25 portion thereof, is or is not a "public work" as defined in California Labor Code
26 section 1720.

27 B. In all bid specifications, contracts and subcontracts for any
28 such Public Work, Consultant shall obtain the general prevailing rate of per diem

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

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

13 19. INDEMNITY.

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

28 B. In addition to Consultant's duty to indemnify, Consultant shall

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

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

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

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

24 21. AMBIGUITY. In the event of any conflict or ambiguity between this
25 Agreement and any Exhibit, the provisions of this Agreement shall govern.

26 22. NONDISCRIMINATION.

27 A. In connection with performance of this Agreement and subject
28 to applicable rules and regulations, Contractor shall not discriminate against any

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

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

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

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

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

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

27 D. Failure to comply with the EBO may be used as evidence
28 against the Consultant in actions taken pursuant to the provisions of Long Beach

1 Municipal Code 2.93 et seq., Contractor Responsibility.

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

7 24. NOTICES. Any notice or approval required by this Agreement shall
8 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
9 postage prepaid, addressed to Contractor at the address first stated above, and to City at
10 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
11 to the City Clerk at the same address. Notice of change of address shall be given in the
12 same manner as stated for other notices. Notice shall be deemed given on the date
13 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

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

27 27. CONTINUATION. Termination or expiration of this Agreement shall
28 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,

1 18, 21 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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

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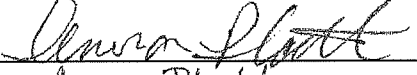
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

PLATT SECURITY SYSTEMS, INC., a California corporation

_____, 2021

By 
Name MARC A. PLATT
Title PRESIDENT


_____, 2021

By 
Name Anna Platt
Title CEO

"Contractor"

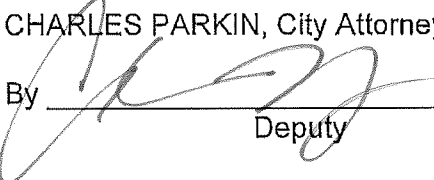
CITY OF LONG BEACH, a municipal corporation

January 28, 2021

By 
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER
City Manager

"City"

This Agreement is approved as to form on January 26, 2021.

CHARLES PARKIN, City Attorney
By 
Deputy

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

PLATT SECURITY SYSTEMS, INC., a California corporation

_____, 2021

By *Marl A. Platt*
Name MARL A. PLATT
Title PRESIDENT

_____, 2021

By *Anna Platt*
Name Anna Platt
Title CEO

"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

By _____
Deputy

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

EXHIBIT “A-1”

Request for Proposals Number TI FY20-047



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

City of Long Beach

Request for Proposals Number TI FY20-047

For

Video Surveillance Installation, Repair, and Maintenance

Release Date:	08/25/2020
Mandatory Pre-Proposal Meeting:	09/01/2020
Questions Due to the City:	09/15/2020
Posting of the Q & A Addendum:	09/29/2020
Due Date:	10/08/2020

City Contact: Tina Schaper Buyer I 562-570-7082

See Section 4 for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Federal Tax ID No. _____

E-mail: _____

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

I have read, understand, and agree to all terms and conditions herein. Date _____

Signed _____

Print Name & Title _____

Rev 2016 0919



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

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ATTACHMENTS

- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B PRO-FORMA AGREEMENT
- C 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
- H INSURANCE REQUIREMENTS

EXHIBIT 1.

- 1. SAMPLE PROJECT COST PROPOSAL (REQUIRED)



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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.



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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 non-responsive.
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.



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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.



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4. 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)

<u>TASK</u>	<u>DATE/TIME</u>
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	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.**



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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:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

- 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.



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- 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
 - 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**



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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.
- 5.5 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



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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 <http://www.longbeach.gov/purchasing/default.asp>. 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.



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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/repared, 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.



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- 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

9.2.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

If "Yes", Contractor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.



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- 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. **COST**

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.



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- 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 through 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. **ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

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).



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- 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 faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.



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- 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 produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 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.



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- 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



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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,



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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



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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



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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



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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.



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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.



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- 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



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Attachment B

PRO-FORMA AGREEMENT

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

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

12 C. Contractor represents that Contractor has obtained all
13 necessary information on conditions and circumstances that may affect its
14 performance and has conducted site visits, if necessary.

15 D. By executing this Agreement, Contractor warrants that
16 Contractor (a) has thoroughly investigated and considered the scope of services to
17 be performed, (b) has carefully considered how the services should be performed,
18 and (c) fully understands the facilities, difficulties and restrictions attending
19 performance of the services under this Agreement. If the services involve work upon
20 any site, Contractor warrants that Contractor has or will investigate the site and is
21 or will be fully acquainted with the conditions there existing, prior to commencement
22 of services set forth in this Agreement. Should Contractor discover any latent or
23 unknown conditions that will materially affect the performance of the services set
24 forth in this Agreement, Contractor must immediately inform the City of that fact and
25 may not proceed except at Contractor's risk until written instructions are received
26 from the City.

27 E. Contractor must adopt reasonable methods during the life of
28 the Agreement to furnish continuous protection to the work, and the equipment,

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

5 F. CAUTION: Contractor shall not begin work until this
6 Agreement has been signed by both parties and until Contractor's evidence of
7 insurance has been delivered to and approved by City.

8 2. TERM. The term of this Agreement shall commence at midnight on
9 (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless sooner
10 terminated as provided in this Agreement, or unless the services or the Project is
11 completed sooner.

12 3. COORDINATION AND ORGANIZATION.

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

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

26 4. INDEPENDENT CONTRACTOR. In performing its services,
27 Contractor is and shall act as an independent contractor and not an employee,
28 representative or agent of City. Contractor shall have control of Contractor's work and the

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

10 5. INSURANCE.

11 A. As a condition precedent to the effectiveness of this
12 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
13 duration of this Agreement, from insurance companies that are admitted to write
14 insurance in California and have ratings of or equivalent to A:V by A.M. Best
15 Company or from authorized non-admitted insurance companies subject to Section
16 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
17 by A.M. Best Company, the following insurance:

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

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

4 (b) Workers' Compensation insurance as required by the California
5 Labor Code and employer's liability insurance in an amount not less than
6 \$1,000,000. This policy shall be endorsed to state that the insurer waives
7 its right of subrogation against City, its boards and commissions, and their
8 officials, employees and agents.

9 (c) Professional liability or errors and omissions insurance in an
10 amount not less than \$1,000,000 per claim.

11 (d) Commercial automobile liability insurance (equivalent in scope
12 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
13 amount not less than \$500,000 combined single limit per accident.

14 B. Any self-insurance program, self-insured retention, or
15 deductible must be separately approved in writing by City's Risk Manager or
16 designee and shall protect City, its officials, employees and agents in the same
17 manner and to the same extent as they would have been protected had the policy
18 or policies not contained retention or deductible provisions.

19 C. Each insurance policy shall be endorsed to state that coverage
20 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
21 written notice to City, shall be primary and not contributing to any other insurance
22 or self-insurance maintained by City, and shall be endorsed to state that coverage
23 maintained by City shall be excess to and shall not contribute to insurance or self-
24 insurance maintained by Contractor. Contractor shall notify City in writing within five
25 (5) days after any insurance has been voided by the insurer or cancelled by the
26 insured.

27 D. If this coverage is written on a "claims made" basis, it must
28 provide for an extended reporting period of not less than one hundred eighty (180)

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

5 E. Contractor shall require that all sub-contractors or contractors
6 that Contractor uses in the performance of these services maintain insurance in
7 compliance with this Section unless otherwise agreed in writing by City's Risk
8 Manager or designee.

9 F. Prior to the start of performance, Contractor shall deliver to City
10 certificates of insurance and the endorsements for approval as to sufficiency and
11 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
12 insurance, furnish to City certificates of insurance and endorsements evidencing
13 renewal of the insurance. City reserves the right to require complete certified copies
14 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
15 time. Contractor shall make available to City's Risk Manager or designee all books,
16 records and other information relating to this insurance, during normal business
17 hours.

18 G. Any modification or waiver of these insurance requirements
19 shall only be made with the approval of City's Risk Manager or designee. Not more
20 frequently than once a year, City's Risk Manager or designee may require that
21 Contractor, Contractor's sub-Contractors and contractors change the amount,
22 scope or types of coverages required in this Section if, in his or her sole opinion, the
23 amount, scope or types of coverages are not adequate.

24 H. The procuring or existence of insurance shall not be construed
25 or deemed as a limitation on liability relating to Contractor's performance or as full
26 performance of or compliance with the indemnification provisions of this Agreement.

27 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
28 contemplates the personal services of Contractor and Contractor's employees, and the

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

14 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
15 certifies that, at the time Contractor executes this Agreement and for its duration,
16 Contractor does not and will not perform services for any other client which would create a
17 conflict, whether monetary or otherwise, as between the interests of City and the interests
18 of that other client. And, Contractor shall obtain similar certifications from Contractor's
19 employees, sub-Contractors and contractors.

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

24 9. OWNERSHIP OF DATA. All materials, information and data
25 prepared, developed or assembled by Contractor or furnished to Contractor in connection
26 with this Agreement, including but not limited to documents, estimates, calculations,
27 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
28 models, reports, summaries, drawings, designs, notes, plans, information, material and

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

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

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

25 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
26 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
27 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
28 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does

1 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
2 to subpoena or court order.

3 13. ADDITIONAL SERVICES. The City has the right at any time during
4 the performance of the services, without invalidating this Agreement, to order extra work
5 beyond that specified in the RFP or make changes by altering, adding to or deducting from
6 the work. No extra work may be undertaken unless a written order is first given by the City,
7 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
8 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
9 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
10 City Representative. Any greater increases, taken either separately or cumulatively, must
11 be approved by the City Council. It is expressly understood by Contractor that the
12 provisions of this paragraph do not apply to services specifically set forth in the RFP or
13 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
14 the services to be provided pursuant to the RFP may be more costly or time consuming
15 than Contractor anticipates and that Contractor will not be entitled to additional
16 compensation for the services set forth in the RFP.

17 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
18 from any amount payable to Contractor (whether or not arising out of this Agreement) any
19 amounts the payment of which may be in dispute or that are necessary to compensate the
20 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
21 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
22 performing or failing to perform Contractor's obligations under this Agreement. In the event
23 that any claim is made by a third party, the amount or validity of which is disputed by
24 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
25 City may withhold from any payment due, without liability for interest because of the
26 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
27 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
28 indemnify and protect the City as elsewhere provided in this Agreement.

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CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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

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

18 17. PREVAILING WAGES.

19 A. Consultant agrees that all public work (as defined in California
20 Labor Code section 1720) performed pursuant to this Agreement (the "Public
21 Work"), if any, shall comply with the requirements of California Labor Code sections
22 1770 *et seq.* City makes no representation or statement that the Project, or any
23 portion thereof, is or is not a "public work" as defined in California Labor Code
24 section 1720.

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

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

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

11 19. INDEMNITY.

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

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

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

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

12 D. The provisions of this Section shall survive the expiration or
13 termination of this Agreement.

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

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

23 22. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

27 E. If the City determines that the Consultant has set up or used its
28 contracting entity for the purpose of evading the intent of the EBO, the City may

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

4 24. NOTICES. Any notice or approval required by this Agreement shall
5 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
6 postage prepaid, addressed to Contractor at the address first stated above, and to City at
7 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
8 to the City Clerk at the same address. Notice of change of address shall be given in the
9 same manner as stated for other notices. Notice shall be deemed given on the date
10 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

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

24 27. CONTINUATION. Termination or expiration of this Agreement shall
25 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
26 18, 21 and 28 prior to termination or expiration of this Agreement.

27 28. TAX REPORTING. As required by federal and state law, City is
28 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.

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

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

7 29. ADVERTISING. Contractor shall not use the name of City, its officials
8 or employees in any advertising or solicitation for business or as a reference, without the
9 prior approval of the City Manager or designee.

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

14 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
15 designed to or entered for the purpose of creating any benefit or right for any person or
16 entity of any kind that is not a party to this Agreement.

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

19 (NAME OF CONTRACTOR)
20 _____, 20__ By _____
21 Name _____
22 Title _____

23 _____, 20__ By _____
24 Name _____
25 Title _____
26 "Contractor"

27 CITY OF LONG BEACH, a municipal
28 corporation

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

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_____, 20__ By _____
City Manager

"City"

This Agreement is approved as to form on _____, 20__.

CHARLES PARKIN, City Attorney

By _____
Deputy



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

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

Print Name & Title



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

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



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

Acceptance of Certification

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

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov 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



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

Attachment E

W-9 Request for Taxpayer Identification Number and Certification

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

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

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



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

VENDOR APPLICATION FORM

Company Name	
(same as line 1 on W9):	
DBA Name	
(same as line 2 on W9):	
Federal Tax ID Number (or SSN):	leave blank if not applicable required (this number is a fed tax ID: <input type="radio"/> SSN: <input type="radio"/>
Web Address:	
Purchase Order Address:	
Attn:	
City:	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	
Fax:	
Toll Free:	
If 'remit to' address is the same as the purchase order address, put SAME in first box only	
'Remit to' Address :	
Attn:	
City:	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	
Fax:	
Toll Free:	
Type of Ownership:	
Individual <input type="radio"/>	Partnership <input type="radio"/>
Corporation <input type="radio"/>	LLC <input type="radio"/>
Nonprofit <input type="radio"/>	Government <input type="radio"/>
Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)	
MBE <input type="radio"/>	WBE <input type="radio"/>
Local <input type="radio"/>	DBE <input type="radio"/>
Certified SBE <input type="radio"/>	Certified Micro <input type="radio"/>
State certification number.	



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

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/

The screenshot shows a web browser window with the address bar displaying "http://kepler.sos.ca.gov/". The browser's address bar also shows "Business Search - Bu... X". The browser's menu bar includes "File", "Edit", "View", "Favorites", "Tools", and "Help". The browser's status bar shows "x" and "Enabled".

The website header features the California Secretary of State logo and the name "California Secretary of State Alex Padilla". Below the header is a navigation menu with the following items: "Secretary of State Main Website", "Business Programs", "Notary & Authentications", "Elections", "Campaign & Lobbying", "State Archives", and "Registries".

The main content area is titled "Business Search". It contains the following text:

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

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

To conduct a search:

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

Search Type:

Corporation Name Limited Liability Company/Limited Partnership Name Entity Number

Entity Name or Number:

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

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

The left sidebar contains a navigation menu with the following items:

- Business Entities (BE)
- Online Services
 - E-File Statements of Information for Corporations
 - Business Search
 - Processing Times
 - Disclosure Search
- Main Page
- Service Options
- Name Availability
- Forms, Samples & Fees
- Statements of Information (annual/biennial reports)
- Filing Tips
- Information Requests (certificates, copies & status reports)
- Service of Process
- FAQs
- Contact Information
- Resources
 - Business Resources
 - Tax Information
 - Starting A Business
- Customer Alerts
 - Business Identity Theft
 - Misleading Business Solicitations



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

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, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

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

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: _____ Federal Tax ID No. _____
Address: _____
City: _____ State: _____ ZIP: _____
Contact Person: _____ Telephone: _____
Email: _____ Fax: _____

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

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

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

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

____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this ____ day of _____, 20__, at _____, _____

Name _____ Signature _____

Title _____ Federal Tax ID No. _____

- 1 **2.73.030 Contractors subject to requirements.**
- 2 A. **The following contractors are subject to this Chapter:**
- 3 1. **For-profit entities which enter into an agreement with**
- 4 **the City for public works or improvements to be performed, or for goods or**
- 5 **services to be purchased, for an amount of One Hundred Thousand Dollars**
- 6 **(\$100,000) or more; and**
- 7 2. **For-profit entities which generate Three Hundred Fifty**
- 8 **Thousand Dollars (\$350,000) or more in annual gross receipts and which**
- 9 **occupy City property pursuant to a written agreement for the exclusive use**
- 10 **or occupancy of said property for a term exceeding twenty-nine (29) days in**
- 11 **any calendar year.**
- 12 B. **The requirements of this Chapter shall only apply to those**
- 13 **portions of a contractor's operations that occur (i) within the City; (ii) on real**
- 14 **property outside the City if the property is owned by the City or if the City**
- 15 **has a right to occupy the property, and if the contractor's presence at that**
- 16 **location is connected to a contract with the City; and (iii) elsewhere in the**
- 17 **United States where work related to a City contract is being performed. The**
- 18 **requirements of this Chapter shall not apply to subcontracts or**
- 19 **subcontractors of any contract or contractor.**
- 20 C. **The City Manager or designee will provide a report to the City**
- 21 **Council regarding the implementation of this ordinance no later than one**
- 22 **year following the effective date of this Ordinance, and will consider among**
- 23 **other items, whether the dollar thresholds set forth in subsections (A) and**
- 24 **(B) should be modified.**

- 25
- 26 **2.73.040 Non-discrimination in provision of benefits.**
- 27 A. **No contractor subject to this Chapter pursuant to Section**
- 28 **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;

1. 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.

B. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;
2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal

1 equivalent benefits; or

2 3. Provide benefits neither to employees' spouses nor to
3 employees' domestic partners.

4 C. A contractor will not be deemed to be discriminating in the
5 provision of benefits where the implementation of policies ending
6 discrimination in benefits is delayed following the first award of a City
7 contract to a contractor after the effective date of this Chapter:

8 1. Until the first effective date after the first open
9 enrollment process following the date the contract with the City is executed,
10 provided that the contractor submits evidence that it is making reasonable
11 efforts to end discrimination in benefits. This delay may not exceed two (2)
12 years from the date the contract with the City is executed and only applies
13 to benefits for which an open enrollment process is applicable.

14 2. Until administrative steps can be taken to incorporate
15 nondiscrimination in benefits in the contractor's infrastructure. The timer
16 allotted for these administrative steps shall apply only to those benefits for
17 which administrative steps are necessary and may not exceed three (3)
18 months. An extension of this time may be granted at the discretion of the
19 City Manager upon the written request of a contractor, setting forth the
20 reasons that additional time is required.

21 3. Until the expiration of a contractor's current collective
22 bargaining agreement(s) where all of the following conditions have been
23 met:

24 a. The provision of benefits is governed by one or
25 more collective bargaining agreement(s); and

26 b. The contractor takes all reasonable measures to
27 end discrimination in benefits by either requesting that the union(s) involved
28 agree to reopen the agreement(s) in order for the contractor to take

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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 exemptions.

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;**
- 4. 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**

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

4 a. There are no qualified responsive bidders or
5 prospective contractors who comply with this Chapter and the contract is for
6 goods, a service or a project that is essential to the City or City residents; or

7 b. The requirements of this Chapter would result in
8 the City's entering into a contract with an entity that was set up, or is being
9 used for the purpose of evading the intent of this Chapter.

10 B. The requirements of this Chapter shall not be applicable to
11 contracts executed or amended prior to the effective date of this Chapter, or
12 to bid packages advertised and made available to the public, or any
13 competitive or sealed bids received by the City prior to the effective date of
14 this Chapter, unless and until such contracts are amended after the effective
15 date of this Chapter and would otherwise be subject to this Chapter.

16 C. The City Manager or designee may issue regulations from
17 time to time implementing the provisions of this ordinance.

18 D. The City Manager shall report to the City Council annually on
19 the status of waivers and exemptions.

20
21 2.73.070 Retaliation and discrimination prohibited.

22 A. No employer shall retaliate or discriminate against an
23 employee in his or her terms and conditions of employment by reason of the
24 person's status as an employee protected by the requirements of this
25 Chapter.

26 B. No employer shall retaliate or discriminate against a person in
27 his or her terms and conditions of employment by reason of the person
28 reporting a violation of this Chapter or for prosecuting an action for

1 enforcement of this Chapter.

2

3 2.73.080 Employee complaints to City.

4 A. An employee who alleges violation of any provision of the
5 requirements of this Chapter may report such acts to the City. The City
6 Manager may establish a procedure for receiving and investigating such
7 complaints and take appropriate enforcement action.

8 B. The City shall have the power to examine contractors' benefit
9 programs covered by this Chapter.

10 C. Any complaints received shall be treated as confidential
11 matters, to the extent permitted by law. Any complaints received and all
12 investigation documents related thereto shall be deemed exempt from
13 disclosure pursuant to California Government Code Sections 6254 and
14 6255.

15

16 2.73.090 Remedies.

17 A. Upon a finding by the City Manager that a contractor has
18 violated the requirements of this Chapter, the City shall have the rights and
19 remedies described in this Section, in addition to any rights and remedies
20 provided at law or in equity.

21 1. The City Manager shall be authorized to terminate said
22 contract and bar the contractor from bidding on future contracts with the City
23 for three (3) years from the effective date of the contract termination.

24 2. In the City Manager's sole discretion, a contractor found
25 to have willfully violated the requirements of this Chapter may be required to
26 pay liquidated damages.

27 3. The City may seek recovery of reasonable attorneys'
28 fees and costs necessary for enforcement of this Chapter.

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

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I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Long Beach at its meeting of December 8, 2009, by the following vote:

Ayes: Councilmembers: Garcia, Lowenthal, DeLong,
O'Donnell, Schipske, Andrews,
Reyes Uranga, Gabelich, Lerch.

Noes: Councilmembers: None.

Absent: Councilmembers: None.



City Clerk

Approved: 12/11/09
(Date)



Mayor



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

Attachment H

Insurance Requirements

(This replaces the insurance requirements of the Proforma Agreement)



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

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.
2. 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



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

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.

By submitting a signature below, Proposer agrees that insurance requirements can be provided as requested.

Printed Name: _____ Title: _____
Signature: _____ Date: _____

EXHIBIT “A-2”

Scope of Work



PLATT SECURITY SYSTEMS, INC.

3275 E. Grant St. Suite B Signal Hill, CA 90755 Phone: (562) 986-9800 Fax: (562) 986-4487

September 30th, 2020

Ms. Tina Schaper
Buyer 1, Procurement Services Division
City of Long Beach
411 W. Ocean Blvd., 6th Floor
Long Beach, CA. 90802

**RE: VIDEO SURVEILLANCE INSTALLATION, MAINTENANCE AND REPAIR
PROPOSAL (RFP T120-047)**

Dear Ms. Schaper,

On behalf of Platt Security Systems, I would like to thank the City of Long Beach for the opportunity to submit this proposal.

Over the past Sixty years Platt Security has dedicated its services to the City of Long Beach. As a lifelong resident, business owner and retired Police Officer for the City of Long Beach I can truly appreciate the long term changes the city has committed to in making Long Beach one of the safest and finest communities in southern California. I look forward to again being a part of the process to continue this commitment.

Platt Security Systems was formed in 1996 when we saw a need to add sales, installation and service of Video Surveillance Systems, Alarm Systems and Access Control Systems to our current Security Officer and Investigations services. To date we have installed hundreds of video cameras systems and alarm systems in Long Beach City owned and operated facilities over the years. We also have installed video systems throughout Southern California numbering well over a thousand cameras and recording equipment.

Platt Security Systems is experience with Cradlepoints, Razberi, Cisco, Siklu, Hanwha, Axis, Sony, Pelco and have sold and installed all these products for the City of Long Beach over the last ten years. Please note that as of 9-12-2020 Sony is no longer selling or manufacturing video surveillance equipment. Our sub-contractor AC Cabling preforms all our fiber terminations and splicing and testing requirements and has done so at six locations throughout the city to date.

I have included the sample cost projection based on the equipment and location requested as well as our service rates information. In closing, we are certain that with the combined efforts of the City of Long Beach and Platt Security Systems we can provide a Video System equipment, installations that will fulfill your current requirements and provide for further expansion. We also are a licensed and full service Alarm Company and have installed are currently providing alarm monitoring for the LB Police Department, LB Park and Recreation Department, LB Housing Authority and LB Parking Offices throughout downtown.

“COMMITTED TO THE COMMUNITY”

If you have any questions or require further information, please do not hesitate to contact the undersigned.

Yours truly,

PLATT SECURITY SYSTEMS, INC.

A handwritten signature in black ink, appearing to read 'MA Platt', is written over the company name.

Marc A. Platt
President/CEO

“COMMITTED TO THE COMMUNITY”



PLATT SECURITY SYSTEMS

3275 E. Grant St. Suite B Signal Hill, CA 90755 Phone: (562) 986-9800 Fax: (562) 986-4487

BUCKET TRUCK AND EQUIPMENT

PLATT SECURITY SYSTEMS OWNS AND OPERATES ITS OWN BUCKET TRUCK WITH ALL OCA REQUIRED TRAFFIC CONTROL CONES AND SIGNAGE AS WELL AS ALL THE PROPER SAFETY EQUIPMENT. THE CITY HAS ALSO PROVIDED US WITH NO PARKING SIGNS TO PROPERLY POSTS AREAS AS NEEDED TO ENSURE THE SAFETY OF ALL PERSONS AND PROPERTY.





PLATT SECURITY SYSTEMS

3275 E. Grant St. Suite B Signal Hill, CA 90755 Phone: (562) 986-9800 Fax: (562) 986-4487

Main Contractor

Platt Security Systems, Inc.

Established in 1996

Owned and Managed by Marc and Anna Platt

www.Plattsecurity.com

Located 3275 E. Grant St Signal Hill, Ca. 90755

(562) 986-4484 Office (562) 986-4487 Fax

Ten Employees all full-time employees- Five Employees reside in Long Beach Ca.

Office Servicing project located 3275 E. Grant St Signal Hill, Ca. 90755

Point of Contact for RFP Marc Platt

628 Avery Place Long Beach, Ca. 90807

Cell (562) 986-4487

mplatt@plattsecurity.com

“COMMITTED TO THE COMMUNITY”



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3275 E. Grant St. Suite B Signal Hill, CA 90755 Phone: (562) 986-9800 Fax: (562) 986-4487

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628 Avery Place Long Beach, Ca. 90807

Cell (562) 986-4487

mplatt@plattsecurity.com

“COMMITTED TO THE COMMUNITY”

AC CABLING, INC.

Sub-Contractor

AC Cabling, Inc.

Worked with Platt Security Systems, Inc. and City of Long Beach since 2017

Owned and Managed by John Wenger

www.accabbling.com

Located 3303 Harbor Blvd. G-1

(949) 854- 2632 Office (562) 986-4487 Fax

Point of Contact for RFP

Main Contractor Marc Platt

628 Avery Place Long Beach, Ca. 90807

Cell (562) 986-4487

mplatt@plattsecurity.com

Any documents are available upon request.



CITY OF LONG BEACH

Department of Financial Management Business Services Bureau

333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 570-5099
sbe@longbeach.gov

Certified Small Business Enterprise

Vendor Account Number: 347874

Marc Platt

Platt Security Systems, Inc.

3275 E. Grant St

Signal Hill, CA 90755

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

City of Long Beach

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

<p>NAICS code(s) for which SBE status is recognized: 561621 SBE Certificate Effective Date: 03/23/18 SBE Certificate Expiration Date: 03/23/21</p>

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

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

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

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

Sincerely,
Acting Purchasing & Business Services Manager



**CITY OF LONG BEACH, CALIFORNIA
 BUSINESS LICENSE
 OWNERSHIP NON-TRANSFERABLE
 LICENSE EXPIRES: 03/16/2021**

PREPARED: 04/16/2020
 P108

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING:

ACCOUNT NUMBER:	BU89030800	BUSINESS TYPE:	PRIVATE PATROL OPERATOR
OWNER:	PLATT SECURITY INC		
LOCATED AT:	3275 E GRANTDST SIGNAL HILL CA 90806		

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



Bureau of Security and Investigative Services
 P.O. Box 989002
 West Sacramento, CA 95798-9002
 (916) 322-4000

ALARM COMPANY OPERATOR

License No. ACO3639
 Receipt No. 3385

Valid Until: 07/31/2021

**PLATT SECURITY SYSTEMS
 3275 E. GRANT ST STE B
 SIGNAL HILL, CA 90804**

In accordance with the provisions of
 Division 3, Chapter 11.6 of the Business
 and Professions Code, the company
 named hereon is issued an Alarm
 Company Operator License Renewal

--- NON-TRANSFERABLE --- POST IN PUBLIC VIEW ---



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

PLATT SECURITY SYSTEMS INC

License Number 1025495

to engage in the business or act in the capacity of a contractor in the following classifications:

C10 - ELECTRICAL

Witness my hand and seal this day,

April 6, 2017

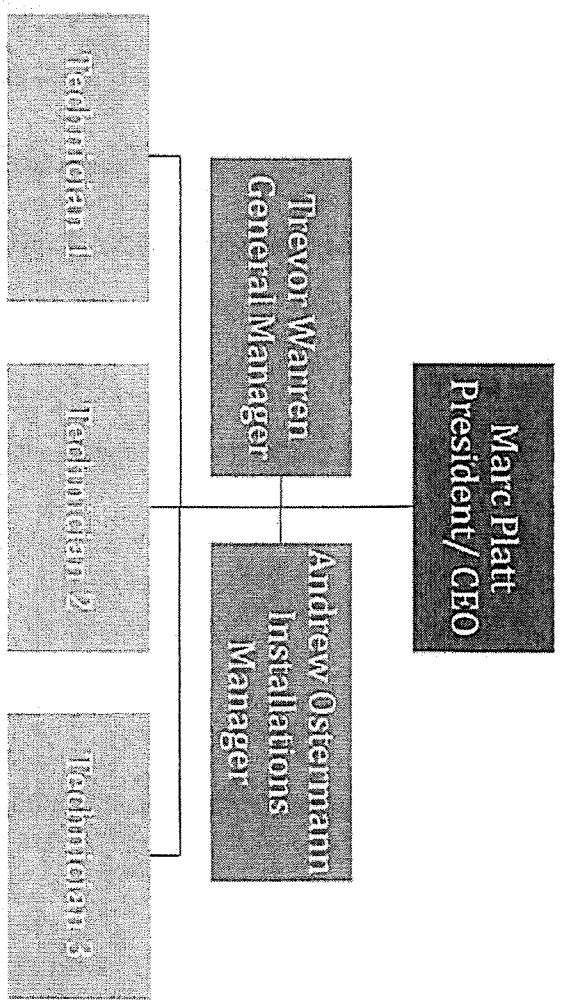
Issued April 5, 2017

Agustín "Augie" Beltran, Board Chair

Cindi A. Christenson, Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

Platt Security Systems, Inc.



Marc Platt

3275 E. Grant St. Signal Hill Ca. 90755

mplatt@plattsecurity.com

Objectives

Securing opportunities to fully utilize training and skills, while making a significant contribution to the success of the companies.

Professional Profile

Retired Detective with Long Beach Police Department with over 18 years of service promoted from Police Officer to Detective (Robbery, Burglary, and Auto Theft) Currently the President/CEO of Platt Security Inc., Platt Investigations Inc., Platt Security Systems Inc.,

- Seasoned professional whose honesty and integrity provide for effective leadership and optimal business relationships.
- Innovative problem-solver who can generate workable solutions and resolve complicated challenges.
- Result-driven achiever with exemplary planning and organizational skills, along with a high degree of detail orientation

Experience

Platt Security Inc., Signal Hill CA

1969-Present

Overseeing the complete operation of the company and ensuring all goals are met based on the company's strategic plans.

U.S Army

1971-1977

Helicopter Crew Chief E-5

Police Department, Inc. Long Beach CA.

Police Officer

1975-1991

Enforcing the Law. Assisting in emergency scenes, responding to burglaries, and monitoring the roadways and stopping cars that are driving erratically or speeding

Retired as Detective

Platt Investigations Inc., Signal Hill CA

1993-Present

Create and implement policies and objectives to ensure continuing operation with increased productivity and maximized return on investments.

Platt Security Systems, Inc. Signal Hill CA

1996-Present

Researches and evaluate current and emerging security technologies to support organizational security objectives

Andrew Ostermann

3275 E. Grant St. Signal Hill Ca. 90755 (562) 986-4484
aostermann@plattsecurity.com

Experience

Platt Security, Signal Hill Ca.

Dec. 2015-Present

Supervise and oversee all installation projects from start to finish.

Mid City's Electric / Foreman

Jan 2001 - Dec 2015, Artesia, CA

- Electrician on residential, commercial, and industrial jobs.
- Experience in troubleshooting and installation in the electrical field.
- Lead teams as a foreman and trained others.

Education

- **Valley Christian High School / GED**
September 1996 - June 1999, Cerritos, CA
- **Long Beach City College**
Aug. 2002 - June 2006, Long Beach, CA
Completed the Electrical Certification Program.
- **State Certified Electrician/Journeyman**
11-2016
C-10 Qualifier- completed the state exam for C-10 business license

Skills

Worked as an electrician for the past 15 years. In that time, I completed the Electrical Certification Program at Long Beach City College, and passed the mandatory state test required to be a journeyman electrician. In addition, I have completed the required professional development needed to keep my state license up to date. Along with my experience as a high voltage electrician, I also have several years' experience in low voltage, specializing in camera and security installation.

Trevor Warren

3275 E. Grant St. Signal Hill Ca. 90755 (562) 986-4484

twarren@plattsecurity.com

Experience

Systems I.T. Manager – Platt Security Systems, Inc. Nov. 2013 – Present

- Program internet protocol camera systems, and video servers.
- Install alarms in residential, commercial, & industrial buildings
- Oversee camera installations

Computer Technician Assistant – Brooks-ePC Feb. 2011 – July 2013

- Fixed broken computers
- Set up new PC's ordered by customers
- Made service calls for both in-home and business clients
- Ran and updated internet cables

Security Guard – Huntington Beach Library Mar. 2010 – Jan. 2011

- Set up and broke down for events
- Supervised event attendees
- Closed library facility

Assistant Boys' Soccer Coach – Brethren Christian High School Nov. 2009 – Mar. 2010

- Handled team fees
- Organized transportation to and from games
- Supervised, trained, and coached high school boys

Education

Cal State Dominguez Hills Aug. 2017- Dec. 2019

- Master of Public Administration with an Emphasis in Criminal Justice Policy & Administration

Cal State Dominguez Hills Aug. 2012- July 2014

- Bachelor of Science in Business Administration with an Emphasis in Sports, Entertainment, & Hospitality Management

Goldenwest College Aug. 2009- May 2012

- Associate in Arts: Liberal Arts: Emphasis in Social Behavior & Self Development

Skills

- Computer: Proficient in Microsoft Office, hardware maintenance, good with a Mac & PC
- Have a proven track record of dependability, punctuality, hard-working, and availability; I will go the extra mile to enhance my employers' businesses.
- Mechanically inclined, good at building, and working with hands.
- Take direction well, respect authority, and comfortable teaching/ training others

EXHIBIT “B”

Rates or Charges



PLATT SECURITY SYSTEMS

3275 E. Grant St. Suite B Signal Hill, CA 90755 Phone: (562) 986-9800 Fax: (562) 986-4487

VIDEO EQUIPMENT INSTALLATION OR REPAIR COST PROJECTIONS

THE FOLLOWING IS THE COST PROJECTIONS TO INSTALL, REPAIR OR REMOVE VIDEO EQUIPMENT AS REQUESTED BY THE CITY OF LONG BEACH.

PERSONNEL

TECHNICIANS: A MINIMUM TWO TECHNICIANS ARE REQUIRED FOR MOST INSTALLATIONS AND REPAIRS: \$100.00 PER HOUR EACH DURING NORMAL BUSINESS HOURS MONDAY THROUGH FRIDAY.

IF REQUIRED WEEKENDS AND WORK OVER EIGHT HOURS WILL BE BILLED AT TIME AND A HALF: \$150.00 PER HOUR EACH

IF REQUIRED HOLIDAYS AND WORK OVER TWELVE HOURS WILL BE BILLED AT DOUBLE TIME: \$200.00 PER HOUR EACH

FLAGMAN: A FLAGMAN IS REQUIRED ANY TIME A LANE OR STREET CLOSER AS NEEDED: \$75.00 PER HOUR. THE ABOVE ADD ON RATES WILL ALSO APPLY.

NOTE: PERSONNEL BILLING RATE ARE FOR TIME ON SITE FROM THE TIME THEY START WORK UNTIL THE TIME THEY FINISH. YOU WILL NOT BE BILLED FOR TRAVEL TIME.

A PAID FIFTEEN MINUTE BREAK IS REQUIRED DURING EACH FOUR HOURS WORKED.

A NON PAID ONE HOUR LUNCH BREAK IS REQUIRED AFTER FOUR HOURS WORKED.

BUCKET TRUCK

RENTAL: WHEN A BUCKET TRUCK IS REQUIRED TO PERFORM THE REQUESTED SERVICES SAFELY AND PROPERLY THE RATE WILL BE \$25.00 PER HOUR

NOTE: INCLUDES ALL FUEL AND INSURANCE COST. ALSO INCLUDES ALL SIGNAGE AND CONES TO PROPERLY CONTROL VEHICLE TRAFFIC WHEN REQUIRED

Exhibit 1

Sample Project Cost Proposal



PLATT SECURITY SYSTEMS

3275 E. Grant St. Suite A Signal Hill, CA 90755 Phone: (562) 986-9800 Fax: (562) 986-4487

OCTOBER 1ST , 2020

MR. HUGO GILL
WIRELESS COMMUNICATIONS SUPERVISOR
TECHNOLOGY & INNOVATION
CITY OF LONG BEACH
5580 CHERRY AVE.
LONG BEACH, CA 90806

RE: SECURITY VIDEO PROPOSAL SAMPLE AS REQUESTED FOR SHORELINE DRIVE AND SHORELINE VILLAGE DRIVE, LONG BEACH INSTALLATION

AS REQUESTED, I HAVE LISTED THE EQUIPMENT, MATERIALS AND LABOR REQUIRED.

EQUIPMENT REQUESTED:

RAZBERI TECHNOLOGIES RUGGED VIDEO SERVER: \$9,995.00

- 1 RAZBERI RAZ-SSIQ8-R2-I5-8SE DIGITAL NETWORK VIDEO SERVER. 8 POE 1 RA PORTS (UP TO 200 WATTS), INTEL QUAD CORE i5-4400E, (8 TB) (2X4TB) SSD, 8 GB DDR3, 120 GB, MSATA BOOT, WINDOWS EMBEDDED STANDARD 10 WITH GENETEC SOFTWARE LOADED. OPERATING TEMPERATURE -40C TO 60C,.

RAZBERI TECHNOLOGIES RUGGED POER SUPPLY: \$110.00

- 1 RAZBERI PSU-R-240 DIN RAIL POWER SUPPLY.

HANWHA WISENET SERIES PTZ/QUAD DOME CAMERA: \$4,275.00

- 1 HANWHA PNM-9320VQP HD 2 MPx, PAN, TILT AND ZOOM AND QUAD, 1080P HIGH RESOLUTION, DAY/NIGHT, VANDAL RESISTANT, PUNCTURE PROOF CLEAR DOME, HEAVY-DUTY, 32X ZOOM LENS WITH ELECTRONIC AUTO IRIS IP CAMERA.

HANWHA WISENET SERIES CAMERA LENSES: (\$175.00 EA.) \$700.00

- 4 HANWHA SLA-5M3700P, 5 M IP CAMERA LENSES

PELCO CAMERA MOUNTS: (\$80.00 EA.) \$80.00

- 1 PELCO IWM-GY PTZ ARM

“COMMITTED TO THE COMMUNITY”

PELCO CAMERA POLE MOUNTS: (\$64.00 EA.)	\$64.00
1 PELCO PA402 POLE MOUNT	
CISCO POE SWITCH: (\$1,695.00 EA.)	\$1,695.00
1 CISCO 3560CX-12PD-S, 12 PORT POE+ SWITCH	
CISCO SFP: (\$595.00 EA.)	\$595.00
1 CISCO GLC-LH-SM SFP	
McCAIN BBS CABINET: (\$1,685.00 EA.)	\$1,685.00
1 McCAIN BBS M64401 56X26X12 EQUIPMENT CABINET W/FAN	
STARTECH 2U RACK: (\$150.00 EA.)	\$150.00
1 STARTECH RK219WALLV, 2 U 19" STEEL VERTICAL RACK	
COMMSCOPE SM FIBER: (\$.95 PER FOOT)	\$95.00
1 COMMSCOPE D-012-LN-8W-F12NS FIBER CABLE 100'	
CORNING ENCLOSURE:	\$85.00
1 CORNING 12 PORT WALL MOUNT ENCLOSURE	
PLP RUNT SPLICE CASE:	\$175.00
1 PLP RUNT SPLICE CASE HOLDS 2 TRAYS	
COYOTE 12 FIBER SPLICE TRAY: (\$45.00 EA.)	\$90.00
1 COYOTE/RUNT 12 FIBER SPLICE TRAY	
CCH COUPLER PANEL: (\$125.00 EA.)	\$250.00
2 CCH CS12-A9-P00RE COUPLER PANEL WITH 12 S/M LC DUPLEX COUPLERS	
CORNING CONN SPLICE HOUSING: (\$195.00 EA.)	\$390.00
2 CORNING WCH-029 SPLICE HOUSING	
ELECTRICAL EQUIPMENT:	\$125.00
1 120 VOLT DUPLEX OUTLET ON BREAKER, 50' LF #10 WIRE	

"COMMITTED TO THE COMMUNITY"

COMMSCOPE CATE 6 OSP OUTDOOR WIRE: (\$.75 PER FOOT) \$225.00

1 COMMSCOPE CS34P-10BLCK C6 4/23.UTP RL1KFT, CATE 6 OSP
OUTDOOR WIRE, 300 FEET

MISCELLANEOUS EQUIPMENT AND PARTS: \$400.00

INSTALLATION OF EQUIPMENT: \$7,400.00

INSTALLATION PRICE INCLUDES CONDUIT, WIRE AND HARDWARE.
MOUNTING OF ALL EQUIPMENT. CLIENT WILL PROVIDE ACCESS TO
120 VOLT POWER AT MAIN CABINET LOCATION. SPILLING INTO
EXISTING FIBER, FOUR IN AND FOUR OUT, TESTING OF ALL FIBER
INSTALLATIONS. INSTALL AND TERMINATE FIBER FROM THE SIGNAL
CABINET AS REQUESTED ONE CATE 6 WIRE FROM THE SIGNAL POLE ON
SOUTH/EAST CORNER OF SHORELINE DR. AND SHORELINE VILLAGE
TO THE SIGNAL CONTROL CABINET AND EXPANSION CABINET.

PURCHASE PRICE:

EQUIPMENT PRICE:	\$21,184.00
LABOR PRICE:	\$7,400.00
STATE SALES TAX:	\$2,171.36
TOTAL PRICE:	\$30,755.36

WARRANTY: THREE YEARS PARTS AND ONE YEAR LABOR ON ALL PLATT
SOLD AND INSTALLED EQUIPMENT.

IF YOU SHOULD HAVE ANY QUESTIONS PLEASE CALL, 986-9800.

YOURS TRULY,
PLATT SECURITY SYSTEMS, INC.

MA Platt

MARC A. PLATT
PRESIDENT/CEO

“COMMITTED TO THE COMMUNITY”

EXHIBIT “C”

City’s Representative:

John Black, Wireless Officer

(562) 570-4807

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee:

Mark Platt, President/CEO

mplatt@plattsecurity.com