

BID NUMBER PA-02012

TO: CITY OF LONG BEACH  
ATTN: CITY CLERK  
333 West Ocean Blvd, Plaza Level  
Long Beach, CA 90802



**INVITATION TO BID**

\*\*\*\*\*REBID\*\*\*\*\*  
**SURVEILLANCE CAMERAS & PARTS**

CONTRACT NO. 32731

- COMPLETE CONTRACT:**  
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**  
Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**  
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**  
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- DECLARATION OF NON-COLLUSION:**  
The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Cypress California ON THE \_\_\_\_\_ DAY OF May, 2012  
CITY STATE MONTH

COMPANY NAME: Siemens Industry, Inc. TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 10775 Business Center Drive CITY: Cypress STATE: CA ZIP: 90630

PHONE: (714) 761-2200 FAX: (714) 826-3945

S/ [Signature] Area Sales Manager, Los Angeles Office  
(SIGNATURE) (TITLE)

Eric Ackermann eric.ackermann@siemens.com  
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] Area Sales Manager, Los Angeles Office  
(SIGNATURE) (TITLE)

Dave Misner dave.misner@siemens.com  
(PRINT NAME) (EMAIL ADDRESS)

**ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.  
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.  
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.**

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH  
BY [Signature]  
Director of Financial Management

8/17/12  
Date

APPROVED AS TO FORM 8-16, 2012  
ROBERT E. SHANNON  
CITY ATTORNEY  
[Signature]  
Deputy

**BID NUMBER PA-02012**

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

**The following information is submitted regarding the Bidder:**

**Legal Form of Bidder:**

Corporation  State of Delaware  
Partnership  State of \_\_\_\_\_  
General  Limited   
Joint Venture   
Individual  DBA \_\_\_\_\_  
Limited Liability Company  State of \_\_\_\_\_

**Composition of Ownership (more than 51% of ownership of the organization):**

**OPTIONAL**

**Ethnic (Check one):**

Black  Asian  Other Non-white  
 Hispanic  American Indian  Caucasian

**Non-ethnic Factors of Ownership (check all that apply):**

Male  Yes - Physically Challenged  Under 65  
 Female  No - Physically Challenged  Over 65

Is the firm certified as a Disadvantaged Business:  Yes  No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes  No

Name of certifying agency: \_\_\_\_\_ Not Applicable

**INSTRUCTIONS CONCERNING SIGNATURES**

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

**NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.**

**INDIVIDUAL (Doing Business As)**

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

**PARTNERSHIP**

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

**CORPORATION**

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

**OR**

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

**LIMITED LIABILITY COMPANY**

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ Before me, \_\_\_\_\_  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Please see attached ->*  
SIGNATURE OF NOTARY

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES):  
\_\_\_\_\_  
\_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange,

On 5/11/2012 before me, Diana M. Young, Notary Public,

personally appeared David Misner

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature: Diana M. Young  
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Number PA-02012 to City of Long Beach ITB

Document Date: May 11, 2012 Number of Pages: 1

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

Capacity(ies) Claimed by Signer(s)

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

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

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

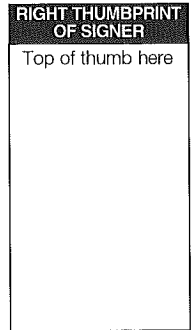
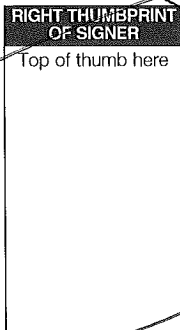
Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

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

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ Before me, \_\_\_\_\_  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Please see attachment ->*  
SIGNATURE OF NOTARY

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On 5/11/12 before me, Diana M. Young, Notary Public

personally appeared ERIC ACKERMANN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature: Diana M. Young

Place Notary Seal Above OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid number PA-02012 to City of Long Beach ITB

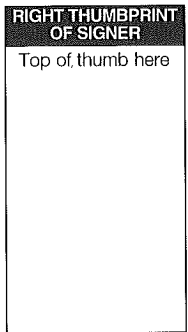
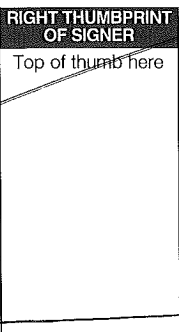
Document Date: May 11, 2012 Number of Pages: 1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, Other



Signer Is Representing:

Signer Is Representing:

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

**NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.**

### 2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

### 3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

### 4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

### 5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

### 6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

### 7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

### 8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

### 9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

### 10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

**INSTRUCTIONS TO BIDDERS**

**11. PUBLIC WORK AND PREVAILING WAGES:**

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

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, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9<sup>th</sup> floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

**12. RIGHT TO REJECT:**

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

**13. SAMPLES:**

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

**14. PRICES:**

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

**15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:**

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

**SUBCONTRACTORS**

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: None  
 Address: \_\_\_\_\_

Commodity/Service Provided: \_\_\_\_\_  
 Circle appropriate designation: MBE WBE  
 Ethnic Factors of Ownership: (more than 51%)  
 Black ( ) American Indian ( )  
 Hispanic ( ) Other Non-white ( )  
 Asian ( ) Caucasian ( )  
 Certified by: Not Applicable  
 Valid thru: \_\_\_\_\_  
 Dollar value of participation: \$ 0.00

**16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:**

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

**SUBMIT TO:**  
**CITY OF LONG BEACH**  
**CITY CLERK**  
 333 W OCEAN BLVD/PLAZA LEVEL  
 LONG BEACH CA 90802

**BID DUE DATE:** MAY 11, 2012  
**TIME:** 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

- A. COMMERCIAL (TERMS AND CONDITIONS, ETC)
- |                      |                     |
|----------------------|---------------------|
| <u>MICHELLE KING</u> | <u>562-570-6020</u> |
| BUYER                | TELEPHONE NUMBER    |
- B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)
- |                       |                     |
|-----------------------|---------------------|
| <u>SANFORD TAYLOR</u> | <u>562-570-6776</u> |
| DEPARTMENT CONTACT    | TELEPHONE NUMBER    |

**17. BID OPENING PROCEDURES:**

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy not to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

**CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.**

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.



INSTRUCTIONS TO BIDDERS

18. **INTER-AGENCY PARTICIPATION:**

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES \_\_\_\_\_ NO   X  

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

19. **AMERICANS WITH DISABILITIES ACT:**

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

20. **EQUAL BENEFITS ORDINANCE:**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

21. **PERMITS, LICENSES, AND CERTIFICATES**

The Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

The Contractor shall provide the City with proof of compliance with all applicable permitting (including building and public right of way permits) and licensing laws, including but not limited to, copies of all permits and licenses. The Contractor shall maintain in good standing all applicable licenses and permits related to the manufacture and delivery of bid items and related supplies and services and shall immediately notify the City of any change in the status, or the terms or conditions, of any permit or license thereof.

The Contractor shall immediately inform the City of any investigation, citation or legal action by any state, regional or federal regulatory agency in any way related to the storage, collection, composting, re-use, transfer, or disposal of any green waste, and further, shall defend, indemnify and hold harmless the City, its officials and employees from any claim demand, liability, damage, cause of action, or loss, including but not limited to attorney's fees, court costs, fines, penalties and corrective measures, that the City may sustain by reason of the Contractor's failure or alleged failure to comply with any state, regional, or federal law or regulation.

The Contractor shall be responsible for the proper disposal of all by-products, remainder and waste resulting from its services, including, but not limited to, proper storage, handling, transportation, and final disposal at a properly licensed facility.

## CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. [REDACTED] and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified"

means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:  
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection

with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

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

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

- (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
- (3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

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

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

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

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

\*\*\*\*\*REBID\*\*\*\*\*  
PA02012  
**SURVEILLANCE CAMERAS & PARTS**

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

The City currently uses Genetec Omnicast Pro version 4.7 to manage and maintain 150 existing cameras and associated system equipment. All cameras proposed must be compatible with Genetec version 4.7 or above.

**AWARD**

The City prefers to award to a single vendor but reserves the right to award to multiple vendors.

**CONTRACT PERIOD:**

Twelve months after date of award. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein.

It is agreed that if the Contract is extended, the City shall so notify the Vendor 90 days prior to the expiration date. Vendor shall be required to submit any price or model changes to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, contract number and purchase order number. The City reserves the rights to accept or reject any price increases and to cancel the renewal notice if price increases are not acceptable.

**ILLUSTRATIVE AND TECHNICAL DATA**

Bidder shall submit with bid illustrative and technical data on items to be furnished. Failure to provide technical information may disqualify bid.

**FUTURE AMENDMENTS**

The City reserves the right to add and/or delete items, which may become necessary. Any such revisions shall be accomplished by written authorization approved by the City Purchasing Agent or her designee

**DELIVERY REQUIREMENT**

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

Delivery, in days, after receipt of order: 22-28 (calendar days)

\*\*\*\*\*REBID\*\*\*\*\*  
PA02012  
SURVEILLANCE CAMERAS & PARTS

BID SECTION

The City of Long Beach Technology Services Department (TSD) maintains over 100 surveillance cameras and the associated infrastructure equipment to support them throughout the City. Surveillance cameras are expected to surpass over 200 in the next year. The attached parts list contains the equipment that will be used to repair, replace, upgrade, and expand the City's video surveillance network. Please provide the cost for each item on the list and please provide estimated delivery time from date and time of order placement.

PAYMENT TERMS Net 30

This contract is subject to extension for two additional one (1) year periods from the date of expiration of this contract, at the option of the City, in accordance with the options granted in your bid.

Price increase shall not exceed 2 % during the first renewal option.

Price increase shall not exceed 2 % during the second renewal option.

## Video System Parts

Item	Minimum Requirements	Quantity	Unit Cost																																																							
Motherboard/CPU Combo - * VVSST VWMTCW7C13R2VP2	2x240 pin memory slots; DDR 2800/667 memory standard; 4GB maximum memory supported; Dual Channel supported; Expansion Slots, 1 PCI Slot, SATA 2 x SATA 3.0Gb/s storage devices; SVGA onboard video chipset; onboard audio; audio chipset; onboard LAN chipset min: 10/100 ethernet; 10/100Mbps LAN speed; PS/2 rear panel ports; D-Sub video ports; 4 x USB 2.0; 3 audio ports; Internal I/O connectors; 4 x USB 2.0 Onboard USB	1	\$ 2,689.00																																																							
Physical Specifications CURRENT TECHNOLOGY	Mini ITX; 6.7" x 6.7"; DDR2 800/666 Memory; 1TB 3.5"/2TB 3.5" SATA drives; unmanaged industrial switch; 5 10/100 ports; operating temperature -40 to +85 degrees C; cold startup at -40 degrees C; vibration IEC60068-2-6; humidity 5 to 95% HR; metal case, 5 ports; 10/100 port speed; RJ-45 port connection.																																																									
Electronics enclosure Pole Mount HOFFMAN CPMK20	Universal pole mounting kit-pole diameter 3 to 4 inches; stainless steel rails; rails securely bolted to the enclosure; stamped in gripping edges rails to grip pole; heavy duty U bolts to secure enclosure to the pole.	1	\$ 229.00																																																							
Electronics enclosure HOFFMAN A18R1810HCR	Fiberglass reinforced polyester; machine tool gray in color; 12 VDC voltage; .10 in. (2.5 mm) thick anodized aluminum mounting plate 16.8 x 14.8 inches (42.6 x 37.5 cm); 21.8 lbs (9.9 kg) weight; 19.5 x 17.5 x 10 (49.5 x 44.4 x 25.4 cm) maximum outside dimensions; 17.7 x 15.7 x 8.5 inches (44.9 x 39.9 x 21.6 cm) inside dimensions; UL 94-5V flame rating; RoHS compliant; 1/2" cable conduit connector; NEMA Type 3R, 3RX / IP24 rated.	1	\$ 245.00																																																							
Cables TIMES 54001	LMR 400 cable for interface from panels to AP's, LMR 400 N style connectors; RG59 20 gauge coax; BNC connectors for RG59 20 gauge cable; two pair twisted with shield 20 gauge stranded wire for pan tilt positioning; 12 gauge THHN stranded (blue) power interconnect; 12 gauge THHN standard (white) power interconnect; 12 gauge THHN stranded (green) power interconnect.	1	\$ .83 p/f																																																							
Wi-Fi Network Adapter 2.4 mhz, 4.9 Mhz, 5.x Mhz selectable FIRETIDE 7020	a) Transceiver type: Broadband, Time Division Duplex, OFDM, non line of site capable b) Transceiver frequency: Public safety 4940-4990 Mhz as primary band, with software selection for 2.4 GHz or 5. x GHz bands c) Channel Bandwidth: 5, 10, 20 MHz (software selectable) d) PCI Interface: PCI interface into PC motherboard e) Antenna diversity: Antenna diversity supported for each radio	1	\$ 2,195.00																																																							
LICENSE KEYS & ANTENNA'S NOT INCLUDED	f) Power Output (from radio) 20dbm minimum, adjustable g) Receiver sensitivity: Exceeding values in table below																																																									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Receiver Sensitivity in dBm</th> <th colspan="3">Bandwidth in MHz</th> </tr> <tr> <th>20</th> <th>10</th> <th>5</th> </tr> </thead> <tbody> <tr> <td>54</td> <td>-72</td> <td></td> <td></td> </tr> <tr> <td>48</td> <td>-74</td> <td></td> <td></td> </tr> <tr> <td>36</td> <td>-81</td> <td></td> <td></td> </tr> <tr> <td>24</td> <td>-84</td> <td>-77</td> <td></td> </tr> <tr> <td>18</td> <td>-86</td> <td>-84</td> <td></td> </tr> <tr> <td>12</td> <td>-88</td> <td>-87</td> <td>-80</td> </tr> <tr> <td>9</td> <td>-89</td> <td>-89</td> <td>-87</td> </tr> <tr> <td>6</td> <td>-91</td> <td>-91</td> <td>-90</td> </tr> <tr> <td>4.5</td> <td></td> <td>-92</td> <td>-92</td> </tr> <tr> <td>3</td> <td></td> <td>-94</td> <td>-94</td> </tr> <tr> <td>2.25</td> <td></td> <td></td> <td>-95</td> </tr> <tr> <td>1.5</td> <td></td> <td></td> <td>-97</td> </tr> </tbody> </table>	Receiver Sensitivity in dBm	Bandwidth in MHz			20	10	5	54	-72			48	-74			36	-81			24	-84	-77		18	-86	-84		12	-88	-87	-80	9	-89	-89	-87	6	-91	-91	-90	4.5		-92	-92	3		-94	-94	2.25			-95	1.5			-97		
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1.5			-97																																																							
	h) Data Protocol: WIFI based i) Security: AES j) QoS: IEEE 802.1p / 802.1q (Vendor shall specify other QoS features) k) Remote Management: SNMP, TelNet l) Digital Connection type: RJ45																																																									
PCI LAN Adapter	PCI interface into PC motherboard; onboard LAN chipset min: 10/100/1G ethernet; 10/100Mbps / 1ghz LAN speed.	1	\$ N/A																																																							

\* INCLUDED IN VVSST LNE ITEM AT TOP OF PAGE.



## Video System Parts

<p><b>Video Encoders Single Port</b></p> <p><b>SONY EX101</b></p>	<p>H.264 (MPEG-4 part 10/AVC) Motion JPEG video compression; 176x120 to 720x576 resolution; H.264 30/25 (NTSC/PAL) fps in all resolutions frame rate; 30/25 (NTSC/PAL) fps in all resolutions frame rate motion JPEG; multi-stream H.264 and motion JPEG: 3 simultaneous, individually configured streams in max. resolution at 30/25 fps, more streams if identical or limited in frame rate/resolution; controllable frame rate and bandwidth VBR/CBR H.264</p>	1	\$ 549.00
	<p>Image settings: Compression, color, brightness, contrast; Rotation: 90°, 180°, 270°; aspect ratio correction; mirroring of images; text and image overlay; privacy mask; enhanced deinterlace filter;</p>		
	<p>Pan/Tilt/Zoom: Wide range of analog PTZ cameras supported (drivers available for download at <a href="http://www.axis.com">www.axis.com</a>), 100 presets, guard tour, PTZ control queue. Supports Windows compatible joysticks; two way, full duplex audio streaming; AAC-LC 8 kHz 32 kbit/s, 16 kHz 64 kbit/s, G.711 PCM 8 kHz 64 kbit/s, G.726 ADPCM 8 kHz 32 or 24 kbit/s audio compression; external microphone input or line input, line level output.</p>		
	<p>Security: Password protection, IP address filtering HTTPS encryption IEEE 802.1X network access control, digest authentication, user access log.</p>		
	<p>Supported protocols: IPv4/v6, HTTP, HTTPS, QoS layer 3 DiffServ, FTP, SMTP, Bonjour, UPnP, SNMPv1/v2c/v3(MIB-II), DNS, DynDNS, NTP, RTSP, RTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP, SOCKS</p>		
<p><b>Video encoder Dual port</b></p> <p><b>VERINT \$1802E</b></p>	<p>Video standards MPEG-4; video data rate 9.6 kbps - 6 Mbps per channel; video resolution 704 x 576/480 (D1/4CIF: 25/30 IPS), 704 x 288/240 (2CIF: 25/30 IPS), 352 x 576/480 (Half D1: 25/30 IPS), 352 x 288/240 (CIF: 25/30 IPS), 176 x 144/120 (QCIF: 25/30 IPS); GOP structure I, IP; overall delay (IP) MPEG-4: 120 ms; network protocols RTP, TelNet, UDP, TCP, IP, HTTP, IGMP V2, ARP, SNMP; software update Flash ROM, remote programmable.</p>	1	\$ 684.00
	<p>Configuration Via web browser, built-in web server interfaces; video in 2x analog composite: NTSC/PAL; BNC connector 75 Ohm switchable, 0.7 - 1.2 Vp-p; Alarm In 4x (non-isolated closure contact type), max. activation resistance 10 Ohm; Relay Out 1x, 30 Vp-p, 2 A; Connectors 14 position spring clamp contact for alarm, relay and COM port; COM Port 1x RS-232/422/485, spring clamp contacts; USB Port 1x 2.0 external interface*.</p>		
	<p>Ethernet 10/100Base-T, auto-sensing, half/full duplex, RJ-45; Audio Model VIP X2A; Audio Standard G.711; 300 Hz - 3.4 kHz; Audio Data Rate 80 kBit/s; Audio Sampling Rate 8 kHz; Line In Dual channel via stereo jack 3.5 mm, 9 kOhm typ., 5.5 Vpp max.; Line Out Dual channel via stereo jack 3.5 mm, 16 Ohm min., 3 Vpp max.; Microphone In CombiCon plug, 2kOhm typ., 2.8 Vpp max. -20dB, supply 2.3 V typ.; Speaker Out CombiCon plug, 4 Ohm min., 6 Vpp max., power RMS 1 W.</p>		
	<p>Environmental: Input Voltage 12 - 24 VDC, spring clamp contact; Power Consumption Approx. 10 VA; Power supply unit approx. 0.2 kg (0.44 lb) in weight; operating temperature 0°C - 40°C (32°F - 104°F) ambient temperature.</p>		
<p><b>Video encoder Four port</b></p> <p><b>AXIS P7214</b></p>	<p>H.264 (MPEG-4 Part 10/AVC, motion JPEG video compression; resolutions NTSC: 720x480 to 176x120, PAL: 720x576 to 176x144; H.264 30.25 (NTSC/PAL) fps in all resolutions frame rate; Motion JPEG 30/25 (NTSC/PAL) fps in all resolutions; video streaming: Multiple, individually configurable streams per channel in H.264 and/or Motion JPEG: 3 simultaneous streams in max. resolution at 30/25 fps from each channel; more streams if identical or limited in frame/rate resolution; controllable frame rate and bandwidth VBR/CBR H.264.</p>	1	\$ 665.00
	<p>Image settings: Compression, color, brightness, contrast; Rotation: 90°, 180°, 270°; Aspect ratio correction; Mirroring of images; Text and image overlay; Privacy mask; Enhanced deinterlace filter.</p>		
	<p>Audio streaming: Two way, half-duplex on Channel 1; Audio Compression: AAC-LC 8 kHz 32 kbit/s, 16 kHz 64 kbit/s; G.711 PCM 8 kHz 64 kbit/s; G.726 ADPCM 8 kHz 32 or 24 kbit/s. Audio input/output: External microphone input or line input, line level output.</p>		
	<p>Security: Password protection, IP address filtering, HTTPS* encryption, IEEE 802.1X* network access control, digest authentication, user access log.</p>		
	<p>Supported protocols: IPv4/v6, HTTP, HTTPS*, IEEE 802.1X*, QoS layer 3 DiffServ, FTP, SMTP, Bonjour, UPnP, SNMPv1/v2c/v3(MIB-II), DNS, DynDNS, NTP, RTSP, RTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP, SOCKS</p>		

## Video System Parts

Power Supply	MW / RS-100-12	1	\$ 322.00
	Voltage; Rated current, current range, rated Pwr		
ALTRONIX AL1012ULX	12V, 8.5A, 0 ~ 8.5A, 102 W		
	R&N, Volt. Adj., Tol., Line Reg. Load Reg. Eff. OVP		
	120mV, 11.4 ~ 13.2V, ±1.0%, ±0.5% ±0.5% 81% 13.8 ~ 16.2V		
Battery Backup	Battery; 12 VDC; Lead Acid; 5; Rechargeable; 12; 3.54 In. L x 2.76 In. W x 3.9; computer motherboard power supply PICOPSU-15-XT; PicoPSU-150-XT, 102W Power Kit contains:	1	\$ 14.00
POWERSONIC	- DC-DC ATX PSU: picoPSU-150-XT		
	- Power adapter: AC-DC 12V, 8.5A Switching Power Adapter		
P\$1250	- 12V-ATX cable (4 pin power)		
	- Fits 24 pin mini-ITX boards		
	- Configurable wire harness		
	- Power cord		
	- ROHS compliant version		
Camera Licences	Server / NVR for Omnicast 4.7 provides support for new hardware and includes cutting-edge product features like video trickling, simplification of unit enrolment, HTTPS support on selected cameras, Cross Line Detection support for H.264 as well as M-PEG4.	1	\$ 217.00
OM-E-1C			
Fixed Outdoors CAMERA/OPTICS	Dome smoked; super dynamic (SDS) day/night; wide dynamic range models.	1	\$ 419.00
	Pendant mount, outdoor		
PANASONIC	Corner mount, indoor or outdoor		
	Flush mount kit		
WVCW504\$	Pole Mount Plate to mount Wall Mount to pole		
	Compact wall mount to Pendant		
CAMERA ONLY	Image Sensor 1/3-inch interline transfer CCD		
	Effective Pixels, NTSC 976 (H) x 494 (V)		
MOUNTS EXTRA	Scanning Area 0.19-inch (H) x 0.14-inch (V) (4.8 x 3.6 mm)		
	Scanning System 2:1 interlace		
	Scanning Lines: NTSC, 525 lines		
	Scanning Frequency: NTSC, Horizontal, 15.734 kHz, Vertical, 59.95 Hz		
	Synchronization: Internal LL (phase adjustable power supply synchronization		
	Horizontal Resolution: 650 TV lines, typical (color mode)700 TV lines or more (B-W mode)		
	Minimum Illumination: 0.1 lux (color mode), 0.003 lux (sensitivity up x32), 0.01 lux (B-W mode), 0.0003 lux (sensitivity up x32)		
	Dynamic range 54 dB/128X, Day/Night type IR filter removal,		
	Video Output: 1.0 Vp-p, NTSC/PAL composite, 75 ohms, BNC connector; auto tracking white balance/automatic balance control; signal-to-noise ratio: 50 dB (equivalent to AGC Off, weight On), 50 dB (equivalent to AGC Off, weight On); 2x varifocal lens; 3.8 ~ 8.0 mm focal length; f/14 (WIDE) to f/1.8 (TELE) F-Number; 3.9 ft (1.2 m) focus range; 73.6° wide zoom; 35.6° telephoto zoom; angle of view horizontal/vertical 53.4° wide zoom; 26.6° telephoto zoom; ±170° panning range; ±75° tilting range; ±100° rotation range.		
PTZ Outdoors CAMERA/OPTICS, Day/Night (35X) PENDANT MODEL, Dome Clear	Pole mount plate to mount wall mount to pole	1	\$ 2789.00
	Wall mount arm to pendant		
PELCO \$D435PGE1 PA402	Sensor 1/4-inch EXview HAD™, 768 (H) X 494 (V), 752 (H) X 582 (V), Horizontal Resolution NTSC, >540 TV Lines; Lens f/1.4 (focal length, 3.4 ~ 119 mm) f/1.4 (focal length, 3.4 ~ 91.8mm); zoom 35X optical, 12X digital; zoom speed (optical range) 3.2/4.6/6.6 seconds; horizontal 55.8° at 3.4 mm wide zoom; 1.7° at 119 mm telephoto zoom angle of view; automatic with manual override focus; maximum sensitivity at 35 IRE, NTSC/EIA, 0.55 lux at 1/60 sec (color), 0.018 lux at 1/2 sec (color), 0.00018 lux at 1/2 sec (B-W); Sync System internal/AC line lock, phase adjustable using remote control; V-Sync; white balance automatic with manual override; shutter speed NTSC automatic (electronic iris)/Manual 1/2 ~ 1/30,000; Automatic iris control with manual override; Automatic/OFF gain control; 1 Vp-p, 75 ohms video output; >50 dB video signal-to-noise; 128X wide dynamic range; Integrated/selectable electronic image stabilization; Integrated/selectable image enhancement.		
Tax			\$ 964.06
Shipping			\$ 200.00
Total			\$ 12,181.89

SUBTOTAL\$ 11,017.83

## City of Long Beach, CA

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### Commonly Made Errors

The following are commonly made errors when submitting a bid to the City of Long Beach:

It is essential that all requirements of the bid are completed as specified.

- Instructions concerning signatures (page 2 on bid) are NOT followed.
- Bid must be signed by two corporate officers if the bidder is a corporation unless accompanied by a corporate resolution. Link to samples of acceptable documentation to allow other signature.
- All pages of the Invitation to Bid are not returned as required.
- Invitation to Bid document is not fully completed as required.
- Notarial Acknowledgment is not submitted when required; i.e., companies located outside of the state of California or companies that do not have a business operation with an established address within California (must be same address as shown on Invitation to Bid; P.O. Boxes are not acceptable) are required to submit a Notarial Acknowledgment of Corporate Officer or of the authorized person that has signed the bid.  
NOTE: Only one signature will be required of the "Principal" if the principal is a partnership, sole proprietary (individuals) or limited liability company.
- When bonds are required (Labor & Material or Performance Bonds), and Notarial Acknowledgments are not submitted. Three acknowledgments are required; two for the Principal (company submitting the bid), and one for the Surety (bonding company). If the Principal is a corporation, the signatures of two corporate officers are required for Labor & Material and Performance Bonds. Labor & Material and Performance Bonds are only required of companies that are being considered for an award (they are not required when Invitation to Bid is submitted).  
NOTE: Bid Bonds require only two acknowledgments; one for the Principal (company submitting the bid), and one for the Surety (bonding company).
- Bonds are not submitted on City of Long Beach forms.
- The title of the individual signing the Invitation to Bid does not match the title shown on the Notarial Acknowledgment; (i.e., the signature on the Invitation to Bid appears to be the President. The same signature appears on the Notarial Acknowledgment, but the title differs (Vice President).
- The person that signed the Invitation to bid differs from that of the Notarial Acknowledgment.
- When references are required, they are not submitted with bid.
- Bids are not submitted on time (11:00 am) to the proper location (City Clerk's Office - Plaza Level of City Hall).
- Contractor does not allow for firm pricing when submitting Invitation to Bid as required.
- The Invitation to Bid is not signed.

EBO Form to be Attached to Bids/ RFPs

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

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: Siemens Industry, Inc. Federal Tax ID No. [REDACTED]  
Address: 10775 Business Center Drive  
City: Cyperess State: CA ZIP: 90630  
Contact Person: Alvin Pierce Telephone: (281) 949-3049  
Email: alvin.pierce@siemens.com Fax: Not Applicable

**Section 2. COMPLIANCE QUESTIONS**

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.        Yes   X   No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?   X   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?  
  X   Yes        No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
  X   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?   X   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 May, 2012, at \_\_\_\_\_,

Name Eric Ackermann

Signature 

Title Area Sales Manager, Los Angeles Office

Federal Tax ID No. 

**Request for Taxpayer  
 Identification Number and Certification**

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Siemens Industry, Inc.</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>10775 Business Center Drive</b>	Requester's name and address (optional) <b>City of Long Beach</b>
City, state, and ZIP code <b>Cypress, CA 90630</b>	<b>333 W. Ocean Blvd., Plaza Level</b> <b>Long Beach, CA 90802</b>
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	
or	
	number

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

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Julia M. W...</i>	Date ▶ 05/03/2012
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**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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

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

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CITY OF LONG BEACH, CALIFORNIA  
BUSINESS LICENSE

ACCOUNT: BU20942160

**OWNERSHIP NON-TRANSFERABLE**

DATE: 01/12/12

4

LICENSE EXPIRES ON 01/05/13

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING TYPE OF  
BUSINESS: CONTRACTING - BUILDING  
LOCATED AT: 10775 BUSINESS CENTER DR



SIEMENS INDUSTRY INC  
C/O THOMSON REUTERS (TAX & ACCOUNTING IN  
2200 CABOT DR STE 300  
LISLE IL 60532-0914

AUTHORIZED BY JOHN GROSS  
DIRECTOR OF FIN MGMT



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
ACTIVE LICENSE



Contractor  
Affiliate

License Number **758796**

Entity **CORP**

Business Name **SIEMENS INDUSTRY INC**

Classifications **B C10 C20 C16 A**

Expiration Date **02/28/2013**

[www.cslb.ca.gov](http://www.cslb.ca.gov)

