

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

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

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

28 E. Contractor must adopt reasonable methods during the life of

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

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

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

13 3. COORDINATION AND ORGANIZATION.

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

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

27 4. INDEPENDENT CONTRACTOR. In performing its services,
28 Contractor is and shall act as an independent contractor and not an employee,

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

11 5. INSURANCE.

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

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

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

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

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

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

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

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

28 D. If this coverage is written on a "claims made" basis, it must

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

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

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

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

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

28 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement

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

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

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

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

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

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

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

26 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
27 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
28 knew prior to the time City disclosed it; or (b) is or becomes publicly available without

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

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

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

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

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

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

19 17. PREVAILING WAGES.

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

26 B. In all bid specifications, contracts and subcontracts for any
27 such Public Work, Consultant shall obtain the general prevailing rate of per diem
28 wages and the general prevailing rate for holiday and overtime work in this locality

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

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

12 19. INDEMNITY.

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

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

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

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

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

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

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

25 22. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

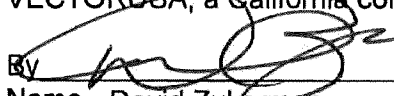
OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


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.

VECTOR RESOURCES, INC. DBA VECTORUSA, a California corporation

January 21, 2021

By 
Name David Zukerman
Title President

January 21, 2021

By 
Name Robert Messinger
Title Executive Vice President

"Contractor"

CITY OF LONG BEACH, a municipal corporation


 January 20, 2021

By Linda F. Tatum
City Manager

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

This Agreement is approved as to form on January 20, 2021.

CHARLES PARKIN, City Attorney

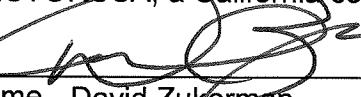
By 
Deputy

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


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.

VECTOR RESOURCES, INC. DBA VECTORUSA, a California corporation

January 21, 2021

By 
Name David Zukerman
Title President

January 21, 2021

By 
Name Robert Messinger
Title Executive Vice President

"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
Lana 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

TABLE OF CONTENTS

1.	OVERVIEW OF PROJECT	3
2.	ACRONYMS/DEFINITIONS.....	4
3.	SCOPE OF PROJECT	5
4.	SUBMITTAL INSTRUCTIONS.....	6
5.	PROPOSAL EVALUATION AND AWARD PROCESS	9
6.	PROTEST PROCEDURES	9
7.	PROJECT SPECIFICATIONS	11
8.	WARRANTY/MAINTENANCE AND SERVICE	11
9.	COMPANY BACKGROUND AND REFERENCES.....	11
10.	COST	13
11.	BONDS	14
12.	ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE	14
13.	TERMS, CONDITIONS AND EXCEPTIONS	17

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)



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

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.



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

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.



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

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.



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

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.**



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

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.



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

- 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**



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

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



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

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.



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

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.



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

- 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.



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

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.



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

- 10.3 The fee to be paid to the Contractor will be made at the Contractor's established billable rates for the staff hours and expenses actually accrued in producing the required services, up to a maximum fee to be established 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.



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

- 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).



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

- 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.



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

- 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.



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

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



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

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,



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

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



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

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



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

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



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

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.



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

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.



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

- 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



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

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.

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
Long 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
Lona Beach, CA 90802-4664

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

_____, 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

Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) _____ Requester's name and address (optional) _____

6 City, state, and ZIP code _____

7 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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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 URL <http://kepler.sos.ca.gov/>. The browser's address bar and menu bar are visible. Below the browser, the website header features the California Secretary of State logo and the name Alex Padilla. A navigation menu includes links for Business Programs, Notary & Authentications, Elections, Campaign & Lobbying, State Archives, and Registries.

The main content area is titled "Business Search" and 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:

Disclaimers: 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 "Business Entities (BE)" section with links to 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, and Contact Information. A Resources section includes Business Resources, Tax Information, and Starting A Business. A Customer Alerts section includes Business Identity Theft and 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. _____

ORDINANCE NO. ORD-09-0036

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

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

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

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

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

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

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

///

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

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4684

1 Section 1. Chapter 2.73 is added to the Long Beach Municipal Code to
2 read as follows:

3 Chapter 2.73

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

5
6 2.73.010 Title and purpose.

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

14
15 2.73.020 Definitions.

16 A. "Contractor" shall mean any person or persons, firm,
17 partnership, corporation, or combination thereof, who enters into a contract
18 with the City.

19 B. "Domestic partner" shall mean any person who has a currently
20 registered domestic partnership with a governmental body pursuant to state
21 or local law authorizing such registration or with his or her employer or his or
22 her domestic partner's employer.

23 C. "Non-profit" shall mean a non-profit organization described in
24 Section 501(c)(3) of the Internal Revenue Code of 1954 which is exempt
25 from taxation under Section 501(c)(3) of that Code, or any nonprofit
26 educational organization qualified under Section 23701(d) of the Revenue
27 and Taxation Code.

28 ///

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

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

9 1. In the event that the contractor's actual cost of
10 providing a particular benefit for the domestic partner of an employee
11 exceeds that of providing it for the spouse of an employee, or the
12 contractor's actual cost of providing a particular benefit for the spouse of an
13 employee exceeds that of providing it for the domestic partner of an
14 employee, the contractor shall not be deemed to discriminate in the
15 provision of employee benefits if the contractor conditions providing such
16 benefit upon the employee agreeing to pay the excess costs.

17 2. The contractor shall not be deemed to discriminate in
18 the provision of employee benefits if, despite taking reasonable measure to
19 do so, the contractor is unable to extend a particular employee benefit to
20 domestic partners, so long as the contractor provides the employee with a
21 cash equivalent.

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

25 1. Elect to provide benefits to individuals in addition to
26 employees' spouses and employees' domestic partners;

27 2. Allow each employee to designate a legally domiciled
28 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

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

4 c. In the event that the contractor cannot end
5 discrimination in benefits despite taking all reasonable measure to do so,
6 the contractor provides a cash equivalent to eligible employees for whom
7 benefits are not available. Unless otherwise authorized, in writing by the
8 City Manager, this cash equivalent payment must begin at the time the
9 union(s) refuse to allow the collective bargaining agreement(s) to be
10 reopened, or in any case no longer than three (3) months from the date the
11 contract with the City was executed. This cash equivalent payment shall not
12 be required where it is prohibited by federal labor law.

13 D. Employers subject to this Chapter pursuant to Section
14 2.73.030 shall give written notification to each current and new employee of
15 his or her potential rights under this Chapter in a form specified by the City.
16 Such notice shall also be posted prominently in areas where it may be seen
17 by all employees.

18
19 2.73.050 Required contract provisions.

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

27 ///

28 ///

- 1 2.73.060 Waivers and exemptions.
- 2 A. The City may waive the requirements of this Chapter where
- 3 the City Manager makes one or more of the following findings:
- 4 1. Award of a contract or amendment is necessary to
- 5 respond to an emergency;
- 6 2. The contractor is a sole source;
- 7 3. The contractor is a non-profit entity as defined in
- 8 Section 2.73.020, above;
- 9 4. Non compliant contractors are capable of providing
- 10 goods or services that respond to the City's requirements;
- 11 5. The contractor is a public entity;
- 12 6. The requirements of this Chapter are inconsistent with
- 13 a grant, subvention or agreement with a public agency;
- 14 7. The City is purchasing through a cooperative or joint
- 15 purchasing agreement;
- 16 8. The contract involves specialized legal services such
- 17 that it would be in the best interests of the City to waive the requirements of
- 18 this Chapter, as determined by the City Attorney;
- 19 9. The contract involves investment of trust moneys or
- 20 agreements relating to the management of trust assets, City moneys
- 21 invested in U.S. government securities or under pre-existing investment
- 22 agreements, or the investment of City moneys where no person, entity or
- 23 financial institution doing business with the City which is in compliance with
- 24 this Chapter is capable of performing the desired transactions or the City will
- 25 incur financial loss if the requirements of this Chapter are enforced;
- 26 10. After taking all reasonable measures to find an entity
- 27 that complies with this Chapter, the City may waive any or all requirements
- 28 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 90802-4684

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

B. Notwithstanding any provision of this Chapter or any other Chapter to the contrary, no criminal penalties shall attach for any violation of this Chapter.

C. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a cause of action to enforce any rights hereunder in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

D. Nothing in this Chapter shall be interpreted to authorize a right of action against the City.

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

///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4684

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

City of Long Beach

Request for Proposals Number TI FY20-047

For

Video Surveillance Installation, Repair, and
Maintenance

Due: October 8, 2020

Prepared for:

Tina Schaper
Purchasing

Prepared by:

Jermaine Bryant
Account Executive
(310) 436-1022
jbryant@vectorusa.com

VectorUSA
20917 Higgins Court
Torrance, CA 90501

NARRATIVE PROPOSAL



SCOPE OF PROJECT

VectorUSA is pleased to present this proposal to the City of Long Beach for the RFP# TI FY20-047 Video Surveillance Installation, Repair, and Maintenance. Our response includes the capabilities of our organization, certifications of current employees and partners, along with our technical expertise in Video Surveillance Management Systems and other areas of IT Infrastructure. VectorUSA can perform all aspects of this RFP (except for Genetech licensing/service).

PROJECT SPECIFICATIONS

VectorUSA plans to provide Video Installation, Maintenance, and Repairs on an individually project specific basis including replacement of existing camera hardware, installation of new network cabinets, fiber and copper cabling (as needed), splicing of new and existing fibers, trenching/boring for pathways, and certification and documentation of all installations. Please see our cost proposal for Exhibit A for a detailed pricing breakdown and scope of work.

WARRANTY

1. Post-Installation Support

VectorUSA offers a range of cost-effective support options to assure that installed systems are maintained once their system is operational. Options range from periodic onsite audits and maintenance to comprehensive managed services. The Customer is encouraged to contact their VectorUSA Account Executive to plan post-installation support.

2. Workmanship

VectorUSA will ensure that all work is to be completed in a workmanlike manner according to standard practices, and manufacture installation guidelines. The installation will be free from defects in workmanship (except for those inherent in the quality of work the contract documents require or permit) for a period of one (1) year ("Warranty Period"). This workmanship warranty covers all workmanship defects related to installed work only. This Workmanship Warranty does not apply to defects in goods or materials, any alterations or deviations from the original installation by any party other than VectorUSA, defects caused by negligence or lack of maintenance by any other party than VectorUSA, or any conditions covered under Force Majeure.

3. Software Force Majeure

VectorUSA shall not be liable for any failure or delay in furnishing goods, materials, analysis, data, programs, and services hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, or any other causes beyond VectorUSA's reasonable control.



TECHNICAL NARRATIVE

VectorUSA's corporate vision is to "become the unsurpassed standard in 'Connecting People to Information'." We build our business one customer at a time through our family of dedicated employees by providing reliable, high-quality communications solutions that exceed our customer's expectations.

As a leader in core network technologies, VectorUSA's vision of information services is IP centric. Our fundamental approach begins with developing a deep understanding of the underlying flow of information across our customer's technology infrastructure. We then design our systems and services to assure that information flow is designed and managed to optimize efficiency, availability, security, and cost-effectiveness.

VectorUSA has an extensive background serving customers in a wide variety of industries. Our expertise includes solutions for state, local, and federal agencies, public, private K12 and higher ed schools, ports and terminals, hospitals, and large and small commercial enterprises. Design and implementation of advanced physical security systems have been one of our core strengths with experts from all aspects of physical security.

VectorUSA is more than capable of fulfilling the City of Long Beach's needs for Video Surveillance Installation, Repair, and Maintenance. Our expertise with designing and implementing VMS solutions ranges from Milestone, Qognify (formerly OnSSI), Cisco, Axis, Sony, and Hanwha Techwin (formerly Samsung). Some of our business partners include Cisco, HP, Microsoft, Fortinet, Siklu, and other strategic technology vendors that specialize in a diverse array of technologies. These partnerships allow us to design, build, install, and support IT services and solutions that help our customers achieve their desired business outcomes. No other network integration company performs with the speed, agility, and responsiveness of VectorUSA.

VectorUSA is respected by our clients for executing large and complex projects and services on time and within budget. Never having filed for bankruptcy in our 32-year history, our financial health is very strong (D&B # 19-536-8774); Vector maintains an "A" corporate credit rating and a \$150-million aggregate project bonding capacity to assure our financial ability to implement multiple large projects for our clients simultaneously. VectorUSA also takes pride in our Safety practices and XMOD rating of less than 0.5 which is unheard of in the industry. We have the technical knowledge, breadth of technical capability, comprehensive implementation and maintenance services and financial resources to assure a long-term partnership and commitment to the City of Long Beach.

VectorUSA has a strong resume that demonstrates our broad experience supporting enterprise level clients in projects ranging in scale from small remote-office installation and support to multi-location, multi-year implementation projects. VectorUSA has been successful in providing all the equipment, labor and services to design, install, configuration, test, document, and train new NAS arrays and Surveillance Camera Systems at thousands of sites throughout Southern California alone. VectorUSA has provided references of similar scope and scale within the following pages.



PRIMARY CONTRACTOR INFORMATION

VectorUSA has been in the business of providing technology solutions that help companies grow for 32 years. We pride ourselves on our networking expertise and capabilities, which we leverage in the wide variety of network solutions we provide including video surveillance installation with repair and maintenance.

VectorUSA has experts dedicated to assisting specific segments within the public sector, including water districts, municipalities, and state governments. Our technology solutions enable public organizations to operate more efficiently and better serve the public and their constituents. We have a comprehensive portfolio of solutions and a great deal of experience to help monitor, manage, and protect your network.

Incorporated in California (March 15, 1988; C Corporation) and headquartered in Torrance (20917 Higgins Court, Torrance, CA 90501; P: (310) 436-1000 / (800) 929-4516), with additional offices in Arizona, California (Rancho Cucamonga & San Diego) and North Carolina, VectorUSA is managed by its 3 original partners (authorized to contractually bind VectorUSA) – David Zukerman, President & CFO; Jeffrey Zukerman, Executive Vice President & Secretary; and Robert Messinger, Executive Vice President. Our team consists of over 300 employees nationally (more than 50 local technical resources, 14 of which reside in Long Beach) including, but not limited to consultants, network and systems engineers, technical personnel, business development and customer service agents.

VectorUSA brings a proven capability to execute mission-critical Information Technology projects on time and on budget. VectorUSA is licensed in the State of California (No. 654046) holding current C-7, C-10, C-61/D56 and B licenses. Thanks in part to our size, experience, and educated staff, we have highly trained resources that can both mobilize and scale quickly to accommodate the Client's needs.

We understand the complex demands of today's dynamic technology environment. The breadth of our services and the depth of our expertise give us exceptional abilities to deliver the best network solutions for our customers. As VectorUSA expands our range of services, we continue to deliver smart technology solutions including Unified Communications and Collaboration, Innovative Infrastructure, Intelligent Surveillance, and Managed Solutions, helping businesses operate more securely and efficiently. No other network integration company performs for its customers with the speed, agility, and responsiveness of VectorUSA - providing our customers with the power to connect people to information and the world.

VectorUSA's talented and dedicated team of field technicians, engineers, and project managers have performed Surveillance, Servers and Storage implementations for numerous customers. VectorUSA's successful performance on these projects is in part due to our technical bicoastal network operation centers and depth of over 50+ IT engineers with a range of Cisco, HPE, Microsoft, Qognify and other vendor-neutral certifications.

VectorUSA continues to invest in our employees through professional training and certifications. As a result, we maintain some of the highest levels of certification with our various manufacturing partners. VectorUSA represents several best of breed manufacturers to ensure that we have the capabilities to provide clients with vendor agnostic solutions. We possess all the capabilities to consult, architect, implement, and manage client IT infrastructures. As part of our corporate culture we focus on the client outcome first! We



City of Long Beach –RFP TI 20-047 Video Surveillance Installation, Repair, and Maintenance

strive to have all the necessary resources as direct VectorUSA employees (City resources will be assigned out of our Torrance HQ). This allows us to completely control the outcome and quality of our deployments. This is important because it demonstrates our continued investment in our services group to make sure we are providing not only best in class manufacturers, but that we have the professional services organization to stand behind these products to deliver the best possible experience for our clients.

VectorUSA has a long and successful history of designing, implementing & supporting complex technology infrastructure systems for clients throughout North America. Recognizing our customer's need to increase collaboration, improve service levels and provide a faster more resilient technology environment, VectorUSA provides comprehensive technology solutions including design, implementation, and support services. VectorUSA has also developed a successful managed services practice over the past eight years that allows our customers to take advantage of two fully-staffed Network Operations Centers (NOC) in Torrance, CA and Charlotte, NC. These two NOC's provide our customers with exceptional technical support and service levels that allow VectorUSA to deliver cost effective managed services with a high level of service integrity 24 hours per day, 365 days per year.

All proposal and contract inquiries regarding the enclosed response should be directed to VectorUSA's Account Executive, Jermaine Bryant:

Jermaine Bryant, Account Executive
20917 Higgins Court
Torrance, CA 90501
Phone: (310) 436-1022
Fax: (844) 270-3100
Email: jbryant@vectorusa.com



City of Long Beach –RFP TI 20-047 Video Surveillance Installation, Repair, and Maintenance

KEY STAFF RESUMES

Resume

Employee Name: David Ben-Avides

Current Position: Quality Control Manager

Education: ITT Technical Institute
Electronics Engineer

Training and Certification:

Project Management Professional (PMP-2556440)
Certified Associate in Project Management (CAPM-2183496)
Systemax Design & Engineering Certified
Systemax Installation & Maintenance
CSUDH Project Management Certificate
AMP Cabling System Design
Copper and Fiber Optics Distribution Systems Certification and Compliance
Sumitomo Air Blown Fiber Certified

VectorUSA Start Date: January 1995

Overall Responsibilities:

Review contracts in order to understand the business case, review the scope of work, materials and equipment verification and collect deliverable requirements. Review contract's bill of materials, estimates, quantities, and costs for compliance. Consult with sales account executives, Estimators, Engineers and Project Managers to plan, develop and implement equipment trackers, cost estimates, actual costs; plan scheduling, staging, configuration and deployment of LAN and WLAN equipment. Establish a close relationship with the client in order to clarify and create a communications channel for project compliance and deliverables assuring project close out in a timely manner. Communicate and establish a close relationship with Partners and Vendors and Manufacturers for contract price compliance. Provide technical support and solutions on different aspects of engineering in regards of installation and deployment of active LAN and WLAN equipment.

Professional Experience:

Client: San Diego Unified School District (SDUSD)
Title: IS Field Staging and Configuration Manager
Responsibility: Design, implementation, coordination and project management of integration resources. Responsible for specification review, project management, and daily project operations from procurement through implementation and customer acceptance. Monitor and control the procurement, receiving, staging, burning, configuration and asset management of all active hardware to be installed on the project. Project cost analysis. Oversees documentation, tracking and warranty management of all active assets. Works hand- in-hand

with On-Site Integration Project Manager to coordinate deployment of the active network and wireless equipment.

Client: Los Angeles Unified School District (LAUSD)
 Title: IS Field Staging and Configuration Manager
 Responsibility: Experienced with design, implementation, coordination and project management of integration resources. Responsible for specification review, project management, and daily project operations from purchasing through implementation and customer acceptance. Oversees the purchasing, receiving, staging, burning, configuration and asset tagging of all IS hardware to be installed on the project. Oversees documentation, tracking and warranty management of all active assets. Works hand- in-hand with On-Site Integration Project Manager to coordinate deployment of the LAN n and WLAN equipment.

RFP 1082 LAN Mod Program 14 schools	July 2012 – Present
2012 LAN Mod Program 60 schools	July 2012 – Present
2011 LAN Mod Program 57 schools	September 2011 – Present
2009 LAN Mod Program 54 schools	Sept 2010 – September 2012
2008 LAN Mod Program 90 schools	July 2008 – September 2012
2007 PK 2 LAN Mod Program 26 schools	July 2009 – September 2012
2007 PK 4 LAN Mod Program 35 schools	October 2007 – September 2010
2005 LAN Refresh Program 88 schools	October 2005 – June 2007

Client: Multiple Other School Districts
 Title: Assets Management Manager
 Responsibility: Oversees the purchasing, receiving, staging, burning, configuration and asset tagging of all IS hardware to be installed on the project. Oversees documentation, tracking and warranty management of all active assets. Works hand-in-hand with On-Site Integration Project Manager to coordinate deployment of the active network and wireless equipment.

Anaheim City Schools	2006 – present
Inglewood USD	2008 – present

San Bernardino City USD	2009 – present
Green Dot Charter Schools	2009 – present
San Diego USD	2010 – present
Bassett USD	2007 – 2008
South Bay USD	2009 – 2010
Jurupa USD	2010 – 2011
Romoland Elementary SD	2011
Coachella USD	2006 – 2008

Client: Los Angeles Unified School District (LAUSD)
Title: Fiber and Copper Certification Manager April 2004 – Nov 2005

Responsibility: Oversaw and reviewed all fiber and copper test results for compliance on the LAUSD 2004 LAN Refresh project.

Project Management Institute

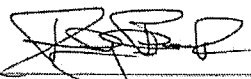
THIS IS TO CERTIFY THAT

David Ben-Avides

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE
IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND
RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)®

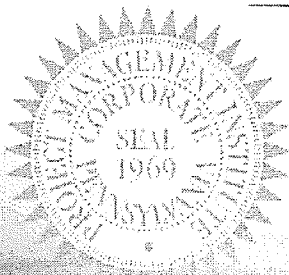
IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE



Randall T. Black • Chair, Board of Directors



Sunil Prashara • President and Chief Executive Officer



PMP® Number: 2556440
PMP® Original Grant Date: 06 April 2019
PMP® Expiration Date: 05 April 2022



CERTIFICATE OF ACHIEVEMENT

This certifies that

David BenAvides
Vector USA

has successfully completed

SP3351 - SYSTIMAX MasterClass


James Donovan
Approval

IEEE Recognized Continuing Education Credits (CECs)
Event ID: OY-COMMSII-041B-1

24th June 2019
Date Issued

This certificate shall expire two (2) years from the date above

BH699503U5201FS3
Certificate

This certificate is a record of training completed and is provided for information purposes only. The certificate shall not be construed to create, indicate, infer or imply any status, partnership, membership of the Commscope PartnerPRO Program or any other relationship between Commscope and the above named company. Furthermore, the above named company does not have any right, power or authority to represent, act, or create any obligations, express or implied, on behalf of or for Commscope. For more details on Commscope's PartnerPro program please visit www.commscope.com/PartnerPRO.

Employee Name: Paul Hartwell, PMP, FSO, ITPSO

Current Position: Vice President of Estimation & Engineering

Training and Certifications:

Project Management Professional, PMP # 1517504
Crestron DigitalMedia Certified Designer 4K (DMCD 4K)
Crestron DigitalMedia Certified Engineer 4K (DMCE 4K)
TE DAS Installation & Commissioning
OSHA 10-hour Course in Construction Safety and Health
CPR and First Aid

VectorUSA Start Date: September 15, 2008

Current Duties:

- Lead VectorUSA Operations for Headquarters and Branch Offices.
- Ensure projects are completed within schedules and budgets by monitoring resources & controlling risk.
- Mapped company's processes, business structure, procedures and reports.
- Manage electrical, communications and IS, engineering and construction services and projects.
- Managed various subcontractors of all trades in terms of project estimation, scheduling, execution of work, quality assurance, monitoring project controls and closing out projects.
- Create necessary tools to budget, estimate, manage and schedule resources in order to properly control company exponential growth.
- Direct methods and procedures for RFC review and administration and submittal review and administration.
- Utilize project management and control tools including but not limited to Microsoft Project.

Professional Experience:

Company: **VectorUSA**; Torrance CA

Title: **Manager, Project Management Office**

2012 – 2016

- Manager for VectorUSA's Project Management Office. Oversaw Programs, Major Projects and Project Managers. Managed Programs and Projects to maintain schedules, control budgets, monitor resources & control risk.
- Worked closely with School District Inspectors and Network Engineers on network designs and other site specific issues. Set up and conducted meetings with school administrators and other District individuals to solve design concerns and ensure customer satisfaction.
- Visited PMO project sites, surveyed existing network, identified network upgrade issues for elementary, middle and high schools with up to 1500 users.
- Compiled extensive and detail oriented site specific Design drawings, Scope of Work and Logical Network Diagrams as required documentation for submittal as deliverable product to customer.

- Software used: MS Project Scheduling, Microsoft Word, Outlook, Excel, Fluke and OTDR software. Also FileMaker Pro material, estimating software.
- Designed new cabling pathways interior and exterior using the proper materials and parts to customer's and standards/code specifications. Was responsible for new and existing data cabling to meet strict transmission standards set forth by District specifications.

Company: **VectorUSA**; Torrance CA

Title: **Project Manager**

2008 – 2012

Client: Sierra Vista USD
Sierra Vista, AZ

Title: Project Manager, Scheduling

Responsibility: Worked on E-rate year 15 to complete the installation of a new communications infrastructure at one site. Installation includes Category 6 cabling, Edge and UPS equipment. Up to (350) workstation locations were installed in (7) IDF cabinets & (1) MDF cabinet for project.

Client: Alhambra Unified School District
Alhambra, CA

Title: Project Manager, Scheduling

Responsibility: Working on E-rate year 14 to complete the Installation of a new communications infrastructure at 15 sites. Installation to include Category 6, 6 & 12 strand 50um MM fiber. Up to (8500) workstation locations, (45) IDF cabinets & (10) MDF cabinets are to be installed for these projects.

Client: Cedars Sinai Medical Center
Phoenix, AZ

Title: Project Manager, Scheduling

Responsibility: Worked on the installation of Cedars new disaster recover site in Phoenix AZ. This site consisted of the installation of (65) network cabinets, 500 feet of overhead basket tray, 500 feet of Fiber Runner fiber duct, (636) Category 6 cables & (195) 50um fiber optic trunk cables.

Client: Encinitas Union School District
Encinitas, CA

Title: Project Manager, Scheduling

Responsibility: Worked on the Installation of a new communications infrastructure at 9 sites consisting of data cables, active equipment, VoIP & IP paging. Installation included Category 6 & 12 strand 50um MM fiber. Up to (2000) workstation locations, (18) IDF cabinets & (2) MDF cabinets were installed for these projects.

Client: Garden Grove Unified School District
Garden Grove, CA

Title: Design Engineer, Project Manager, Scheduling

Responsibility: Working on E-rate year 11 Phase II to complete the Installation of a new communications infrastructure at 25 sites consisting of data cables including Category 6A F/UTP & 12 strand SM Fiber. Up to (5500) workstation locations & (85) IDF cabinets are to be installed for this project.

Client: San Bernardino City Unified School District
San Bernardino, CA

Title: Design Engineer, Project Manager, Scheduling

Responsibility: Working on E-rate year 11 to complete the Installation of a new communications infrastructure at 22 sites consisting of data cables including Category 6e UTP & 12 strand SM Fiber. Up to (2000) workstation locations & (40) IDF cabinets are to be installed for this project.

Client: Jurupa Unified School District
Jurupa, CA

Title: Project Manager, Scheduling

Scope of work: Worked on E-rate year 11 to complete the Installation of a new communications infrastructure at 5 sites consisting of data cables & active equipment including Category 6, 24 strand hybrid 50um MMF / SM fiber Up to (5000) workstation locations, (72) IDF cabinets & (5) MDF cabinets were installed for these projects.

Client: Ontario Montclair School District
Ontario, CA

Title: Project Manager, Scheduling

Responsibility: Worked on E-rate year 12 to complete the Installation of a new communications infrastructure at 5 sites consisting of data cables & active equipment including Category 6, 12 strand SM fiber. Up to (4000) workstation locations, (55) IDF cabinets & (5) MDF cabinets were installed for these projects.

Client: Garden Grove Unified School District
Garden Grove, CA

Title: Design Engineer, Project Manager, Scheduling

Responsibility: Worked on E-rate year 11 to complete the Installation of a new communications infrastructure at 31 sites & (1) data center consisting of data cables including Category 6e, 6A F/UTP & 12 strand SM Fiber. Up to (6500) workstation locations, (240) IDF cabinets, (30) MDF & (14) network equipment cabinets were installed for this project.

Project Management Institute

THIS IS TO CERTIFY THAT

Paul W Hartwell

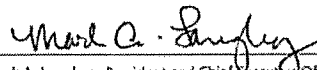
HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE
IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND
RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)[®]

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE



Mark Dickson • Chair, Board of Directors



Mark A. Langley • President and Chief Executive Officer



PMP[®] Number 1517504
PMP[®] Original Grant Date 07 July 2012
PMP[®] Expiration Date 06 July 2021



Employee Name: Jon Bates, PMP

Current Position: Project Manager

Education:

MBA, University of Michigan, Ann Arbor, MI
BBA, University of Notre Dame, Notre Dame, IN

Training and Certifications:

Project Management Professional, PMP
Certified Scrum Master, CSM
Information Technology Infrastructure Library (ITIL), v3 Foundations Certified

Technical Skills:

IT Project Manager known for developing full understanding of client expectations and driving business value on complex IT projects. Solid background in creating project plans and project schedules out of ambiguity, managing all phases of projects including initiating, planning, executing, monitoring, controlling and closing, while solving problems to maximize performance. Detailed approach to project management leads to flawless execution while delivering projects on time, within budget, and within scope. Key strengths include:

Methodologies:	SCRUM, Agile, Waterfall, Iterative Project Management Body of Knowledge (PMBOK) Information Technology Infrastructure Library (ITIL), version 3 Systems Development Life Cycle (SDLC)
Management Tools and Applications:	Clarity/Open Workbench, PlanView, Smartsheet Microsoft Suite Tool set including Excel and MS Project HP Quality Center ServiceNow
Platforms:	Cisco Routers, Cisco Switches, Cisco Wireless Access Points Windows Server

VectorUSA Start Date: October 5, 2020

Professional Experience:

NBC UNIVERSAL, Universal City, CA **2019 – 2020**
Project Manager

Provide project governance to migrate database servers from one datacenter to another.

- Developed and executed plan to migrate all 668 databases servers to new data center, successfully reduced monthly expenses by \$500K.
- Led the effort to migrate some of the most complex applications for broadcasting without negatively impacting on-air operations.

CENTENE (FORMERLY HEALTH NET), Woodland Hills, CA

2016 - 2018

Senior Project Manager

Directed projects related to multi-million dollar data center migration endeavor as part of acquisition of Health Net by Centene Corporation.

- Oversaw effort to migrate 125 applications with corresponding data from IBM's data center to Centene's data center, planned, organized, directed and controlled work activity, ending in \$7 million monthly cost reduction.
- Headed project to in-source IT functions that were previously outsourced to AT&T, overcoming resource constraints through recruiting, and resulting in \$10 million annual reduction in expense.
- Orchestrated plan to eliminate 156K outdated backup tapes while minimizing business impact and remaining in compliance with federal law.

TARGET CORPORATION, Minneapolis, MN

2011 - 2015

Senior Project Manager

Oversaw change, risk, and financial management on multi-million dollar infrastructure projects involving: server refresh, network refreshes, determining budgets and resource availability, and driving execution while maintaining relationships with stakeholders and monitoring budgets, timelines, milestones and deliverables, thus ensuring smooth project transitions.

- Spearheaded \$10M program with 38 team members to replace network equipment in 100 stores, leading team of internal project staff to complete all related tasks from initiating to closing including co-creating technical solution and executing project while staying within schedule and budget.
- Consolidated 53,000 diverse network devices in 1,783 stores making 350,000 network addresses available for future technology, overcoming major obstacles including migrating differing network equipment, working with non-technical offshore resources, and solving initial quality problems with robust quality plan.
- Established Network Engineering's \$30M strategic planning budget by collaborating with teams to develop direction for proceeding year, assisting in definition of project scope and objectives, ensuring technical feasibility, gathering cost estimates, and adjusting team goals to match business needs.
- Led \$2.5M venture to replace backup server for authorizing non-cash transactions, managing change, risk, tasks, timeline, and budget while providing redundancy and avoiding \$3.2M expenditure for new server.
- Managed \$1.1M endeavor to replace routers in distribution centers to enhance security, created detailed technical plan for smooth roll-out while completing project within scope, schedule, and budget.

BANK OF AMERICA

2006 - 2010

Consultant, Agoura Hills, CA (2010)

Senior Service Delivery Manager, Charlotte, NC

(2006 – 2009)

Directed technology projects in delivering infrastructure services including process analysis and improvements, network performance, problem resolution, and resource management.

- Planned and executed data migration as part of \$1.6B acquisition by creating testing efforts for 7 projects, working with cross-functional teams to migrate 64,000 customer accounts.
- Created network connectivity plan between corporate IT systems that saved estimated \$6M.

Project Management Institute

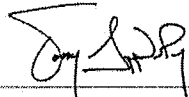
THIS IS TO CERTIFY THAT

Jon Bates

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE
IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND
RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE



Tony Appleby
Chair, Board of Directors



Sunil Prashara
President and Chief Executive Officer



PMP® Number: 1334893
PMP® Original Grant Date: 14 May 2010
PMP® Expiration Date: 13 May 2022





Jon Bates

is awarded the designation Certified ScrumMaster® on this day, February 18, 2015, for completing the prescribed requirements for this certification and is hereby entitled to all privileges and benefits offered by SCRUM ALLIANCE®.



Certificant ID: 000393734 Certification Active through: 18 February 2021

Angela Johnson
Certified Scrum Trainer®

Harvey Wheaton
Chairman of the Board

Employee Name: Leopoldo Castaneda

Current Position: Project Manager

Training and Certifications:

Bicsi ITS Technician
OnSSI Ocularis Basic Training
Sony Security Certified Professional
Ortronics Certified Technician
AMP ACT III Designing Premises Cabling Systems
Leviton Copper and Optical Fiber Structured Cabling Systems
Sumitomo Future FLEX Air Blown Fiber System Certified
ADC TN02 Installation Training Certified
Computing Technology Industry Association – CompTIA A+
OSHA 30-Hour Safety Training Certified
Asbestos Certified – Operations and Maintenance Technician
Department of Health Services – Lead Worker

VectorUSA Start Date: August 25, 2008

Summary of Qualifications:

Over eighteen (20) years of experience along with strong project management and interpersonal skills. Deep experience in the management of installations from beginning to end where many specialized disciplines are involved such as networking, wireless, surveillance, and cabling. Experience in raw construction environments that require continual interaction with the general contractor and other working trades on the project site. Well versed with blue print and schematic interpretation. Responsible for specification review, project management and daily project operations on indoor, outdoor and multi-site fiber, copper and wireless communications system installations. Years of experience has included the installation of the following cabling systems: Unshielded Twisted Pair Cabling (Category 1 through 6), Coaxial Cabling (RG-11, RG-58, RG-59, RG-62, and RG-6) Asynchronous and Synchronous Data, Single- and Multi-mode fiber optic cabling installation and testing, Air Blown Fiber installation and testing, and diagnosis/troubleshooting of voice/data networks.

Professional Experience:

Client: Hesperia Unified School District
Title: Project Manager
Responsibility: Managed the implementation of a District-wide (29 sites) pure TCP/IP-based Video Monitoring System (VMS) that integrated with the existing Cisco-based network infrastructure throughout the District. VectorUSA provided all equipment, labor, materials, and services required to install the complete digital surveillance system. Installation was performed in accordance with District specifications and accompanying plans. Provided regular project progress reports to the client, attended site construction meetings, interfaced with District key personnel to ensure that project plans are implemented on schedule, within budget, and within scope.

Client: San Bernardino City Unified School District
Title: Project Manager
Responsibility: Managed the implementation of a state of the art digital, IP based, surveillance system for San Bernardino City Unified School District – School Police. The designed system is an “open architecture” platform utilizing ONSSI Software, Sony and Hanwha High Definition cameras, Cisco infrastructure and HP Servers. At its completion, the total camera count tallied over (1,100) cameras. Managed/controlled project constraints by ensuring project plans were implemented on schedule, within budget, and within scope. Maintained open lines of communication with School Police and District Administration key personnel to guarantee the project deliverables were fully executed and delivered as per District specifications.

Client: Yusen Terminals, Inc. (YTI)
Title: Project Manager
Responsibility: Provided post award engineering review and design consultation with various stake holders. Developed comprehensive work breakdown schedule in order to manage installation team and meet aggressive completion date set by the client. Managed communication technicians, electrical journeymen, and information systems technicians in order to complete the installation and connection of over (25) CCTV Cameras to the existing Video Management System. Provided daily and weekly progress reports in electronic and hard copy form to the client and consultant during weekly site construction meetings.

Client: Long Beach Container Terminal
Title: Project Manager
Responsibility: Managed the installation of (4) OSP category 6 cables through existing conduit from the current DMARC to the new IT trailer’s MDF, approximately (44) telecommunication outlets equaling (102) category 6 data cables within the trailer, and the build out of necessary telecommunications support equipment in the client selected IDF. Throughout project worked closely with LBCT to ensure the scope of work was completed on time and that expectations were met on every aspect of the project. Worked closely with various LBCT departments to ensure proper coordination has been taken to keep the yard and Vector employees safe from the Port’s daily activity while on site.

Client: APM Terminals
Title: Project Manager
Responsibility: Managed the installation of (28) telecommunications outlets to yard light poles, equaling (56) category 6 cables for wireless purposes, along with the installation of conduit and nema boxes to each pole and customer provided access points and their associated power supplies. Responsible for the development of daily work tasks, onsite coordination between Port personnel and Vector for all phases of work, and the resolving of all onsite issues. Coordinated with APM to keep the yard and Vector employees safe from the Port’s daily activity while on site.

Client: General Atomics
Title: Project Manager/Superintendent
Responsibility: Managed and acted as lead installer of fiber optic cables for the Ground Control Station (GCS) area located at the Gray Butte Field Flight Operations facility. Coordinated manpower and equipment for the timely installation of

Sumitomo future flex fiber tube infrastructure between multiple buildings, ground terminal locations, and control station locations. Developed daily work tasks and managed all onsite issues. Performed the testing and certification of all installed cable, and managed the creation of all final project documentation.

Client: The Los Angeles Gay and Lesbian Center
Title: Project Manager/Superintendent
Responsibility: Managed the Center's server room move including the installation of multimode fiber cables from the new 1st floor location to the IDF closets on the 2nd and 4th floors, the extension/relocation of existing electrical circuits in the current server room to the new server room as well as the installation of new circuits to support InRow cooling units, the installation of new category 6 cables from the new server room to existing signage locations, and ultimately the relocation of existing network equipment, servers, and re-patching of (130) existing network ports within the new server room.

Client: University of La Verne, Residence Hall Cabling Project
Title: Project Manager/Superintendent
Responsibility: Project consists of the installation of horizontal cabling, and copper and fiber OSP cabling throughout University's new residence hall. Responsible for onsite coordination between School Personnel and Vector for construction schedule on all work phases. Develop daily work tasks and coordinate manpower and equipment for timely and proper design installation. Provide daily progress reports and resolve issues. Will gather and submit all As Built information and Final Testing documentation.

Client: City of Fontana, Parking Lot Cameras
Title: Project Manager/Superintendent
Responsibility: Project included the installation and focus/adjustment of new network cameras, and supporting copper/fiber optic cabling, on lighting poles at designated outer perimeter locations to gain a situational overview of the parking lot. Onsite coordination between City Personnel and Vector for installation schedule. Developed daily work tasks and coordinated manpower and equipment for timely and proper design installation. Gathered and submitted all As Built information and Final Testing documentation.

Client: Long Beach Container Terminal
Title: Project Manager/Superintendent
Responsibility: Managed the removal, relocation and replacement of old Wherenet access points (APs) with new customer provided Wherenet APs at multiple light pole locations. Vector installed two data cables to each of the newly relocated APs, replaced the needed hardware to properly secure the APs on the poles, and installed the necessary surge protector, switch, and power injector at each existing nema enclosure on each pole. Vector also installed customer provided Wherenet APs and the necessary supporting infrastructure to two guard shacks and each solar pole in the yard. Worked closely with LBCT to ensure the scope of work was completed on time and that expectations were met on every aspect of the project.

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI TECHNICIAN

IS AWARDED TO

Leopoldo Castaneda

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 160490

Registration Start Date: 10-01-2020

Registration End Date: 09-30-2023



BicSI
TECH

Since

09-22-2014

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

SONY

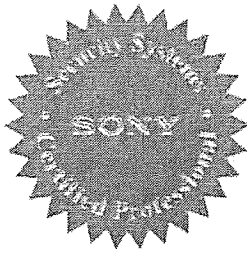
Security Certified Professional

is hereby presented to

Leopoldo Castaneda

Based on completing the Security Certification Program by Sony, you have demonstrated that you are technically qualified to represent Sony's Security Systems products as a Security Certified Professional.

Certified on March 4, 2015





Kenichi Mori,
General Manager, Security Systems Marketing,
Professional Solutions of America
Sony Electronics Inc.

Bicsi

E-cert ID
02-SONY-SI-0514-1
BICSi CERTIFICATE
14

Employee Name: Carlos Ramirez

Current Position: Security Engineer

Education: University of San Buenaventura, Cali, Colombia
Bachelor of Science (BS) Electronics Engineering

Training and Certifications:

- Milestone Certified Design Engineer (MCDE)
- Axis Communications - Network Video Fundamentals
- Salto Systems – Salto Software Certification
- Transportation Worker Identification Credential
- OSHA 30 Certification

Summary of Qualifications:

Electronic Security Systems, Surveillance, CCTV, IP Cameras, Analog Cameras, DVR, NVR, CMS, VMS, NAS, POE, Access Control, Biometrics, Cards / Credentials, Controllers, Readers, Integrations, Automation, Fire Detection, Alarm, IT Networking, Computers, IT support, Wired/Wireless Router, Switch, AP, VPN, VLAN, TCP/IP, Rack, QoS, SAN, Dynamic/Static IP, Port forwarding, Server, Linux OS Mac OS, Windows OS, MS Office, MS Outlook, MS Visio, MS Project, VoIP, Asterisk, FreePBX , IPitomy, Structured Cabling, UTP 5E/6/6A, FTP, RG6/RG59/RG11 Coax, Fire Alarm, Optical Fiber, Multi-Mode Fiber, Mono-Mode Fiber, PVC, FPLR, Plenum, HZFR, Hardware/Software Development, Schematics and PCB Design, Embedded Software Design, Circuit Design, Thru-Hole, SMT, Embedded Programming, GSM/GPRS/UMTS Modem, Micro-Controllers, Ansi-C, C++, Assembler, ATMEL, PIC, 8/16/32 bits uC, Telemetry, Telecontrol, AT Commands, Contact ID Protocol, USB, RS232, RS485, Cadsoft Eagle software, Multimeter, Oscilloscope, Multisim software, Proteus Simulation Software, Web design, WordPress, Photoshop, SugarCRM, Email Server, Domain, Hosting, DNS, Regional Sales, Customer Service, CRM, Webinar, Technical/Comercial Support, Multi-tasking and Time Management, Sales Report

VectorUSA Start Date: March 14, 2016

Professional Experience:

VectorUSA

Security Engineer

9/2013 – Present

- Assist on defining the surveillance objectives, selecting devices, products, components, network and storage products
- Responsible for all assigned CCTV project aspects in terms of design, installation, configuration, troubleshooting, and end-user training for large-scale projects related to electronic security systems and integration.
- Provide support to the sales and project management teams to identify the requirements and/or needs of our customers in order to resolve them.

Most notable projects have included:

- San Bernardino City Unified School District – Surveillance
Project: Ocularis Enterprise 5.6 - 70 sites (with local server per school) and 1800 IP cameras.
Scope of Work: Designing, Planning, Coordinating and Configuring: OC VMS, IP cameras, HP servers, 2012

and 2016, Network Ports provisioning. I am currently responsible for the execution of the maintenance contract and new integration designs.

- Moreno Valley School District – Surveillance

Project: Milestone Corporate - XProtect 2019 R1 - 32 Schools 800 IP cameras.

Scope of Work: Designing, Planning, Coordinating and Configuring.: IP Cameras, Server and Milestone components.

- San Bernardino City Unified School District - Safety Improvements

Project: Safety Improvements - Door Intercom solution for initial 40 sites - AIPHONE IX series

Scope of Work: Designing, Planning, Coordinating and Configuring.

- Trona Joint Unified School District - Audio Emergency System

Project: Audio Emergency System with VALCOM IP solution. Paging, Bell Scheduling, Two-way Audio communication, Scheduled audio messages, and Integration with Fire-Alarm System.

Scope of Work: Designing, Planning, Coordinating and Configuring, Network Port provisioning and Valcom Devices.

- Hesperia Unified School District – Surveillance

Project: OnSSI Enterprise 5.4 - 823 IP cameras - 28 Sites (Server per site).

Scope of Work: Designing, Planning, Coordinating and Configuring.

UNIX CCTV CORP

7/2015 – 3/2016

Technical Support Engineer

- Provided in person and remote technical support for IT Networking, Surveillance, IP cameras, Analog cameras, HD-AHD, HD-SDI, HD-CVI, HD-TVI, DVR/NVR, PC-Based Servers, Storage connectivity and RMA procedure.

SAVICA TECHNOLOGIES

Director of Engineering

1/2014 – 3/2016

- CCTV, IP Video Surveillance, Computer and Network repair and maintenance
- Designed and implemented IT Computer, Networking, Surveillance and Web design projects and provided technical support for each

BLG TECHNOLOGIES

IT Specialist

9/2012 – 1/2014

- Installed all equipment of VoIP projects (Ipitomy pbx, Asterisk pbx, IPphones, Port forwarding, Qos and VoIP hosted), computer services, IT networking (routers , POE switches, install and set different programs and network equipment with various OS) Analog and IP surveillance.
- Provided technical support and setup services

LINCE COMERCIAL SA. (Cali, Colombia)

Regional Sales Engineer and Cable Line Specialist

May 2010-March 2012

- Provided technical and commercial support to integrators in the Midwest in electronic security solutions (CCTV, ACCESS CONTROL, FIRE DETECTION, INTRUSION, INTEGRATION and CONNECTIVITY).
- Worked with integrators to facilitate the electronic security projects by specifying the technical characteristics of the cables and installation conditions.
- Provided valuable support which allowed for fast negotiations and deal closure
- Trained end user in electronic security systems
- Provided technical and commercial support in wired connectivity to all integrators in the country (UTP, FTP, FIRE ALARM CABLE, COAXIAL CABLE, FIBER OPTIC CABLE, and ELECTRICAL CABLE).



This diploma certifies that

Carlos Andres Ramirez

with

LINCE COMERCIAL S.A.

has completed the

**Axis Communications'
Academy
Network video fundamentals**

on this 14th day of July, 2010

Employee Name: Ernest Hartoonians

Current Position: Security Solutions Architect

Education: Electronics Engineering Associated Degree – Saveh Azad University (1999)

Training and Certifications:

Cisco Certified Network Associate (CCNA)
VMware vSphere: Install, Configure, Manage [V5.00-V6.00]
Axis Certified Professional
Ocularis 4 and 5 Certification Training
Wisenet Professional Certification (formerly SIPI)
BRS Labs – Tier 3 AISight Certified Administrator
NetApp Basic Configuration and Administration Certification
MikroTik Certified Network Associate (MTCNA)
MS Windows Server 2003 Administration
MS WIN Server 2008 Active Directory and DNS Configuration
MS WIN Server 2008 Infrastructure
CompTIA A plus
CompTIA Network plus
CAL/OSHA and COMTRAIN Certified
Milestone Certified Integration and Design Engineer (MCIE-MCDE) - In Progress
Certified Information Systems Security Professional (CISSP) - In Progress

Summary of Qualifications:

Over twelve years of increasing level of experience in the areas for IP Video Surveillance systems, VPN and Wireless Network design and installation, Network maintenance and installation, Computer maintenance, installation and troubleshooting. Experience with the following Video Surveillance and Networking products: Axis, Arecont Vision, Vivotek, Acti, Milestone, QNAP, Hikvision, CIT, Sony, BRS Labs, OnSSI, Cisco, Dell, SonicWall, MikroTik, Ubiquiti, Linksys, etc.

VectorUSA Start Date: September 9, 2013

Current Responsibilities:

- Assist on defining the surveillance objectives, selecting devices, products, components, network and storage products
- Responsible for all assigned CCTV project aspects in terms of design, installation, configuration, troubleshooting, and end-user training
- Prepares plan of execution of the construction project, progress reports, and staffing requirements
- Balance resources throughout the course of a project
- Assist Operations Management with the scheduling of technicians for all IP CCTV projects

Professional Experience:

VectorUSA

IP CCTV Surveillance

9/2013 – Present

Work extensively with customers on design, installation, and troubleshooting of new and existing IP CCTV Surveillance systems. Most notable projects have included:

- Westfield LLC – Responsible for all technical aspects on OnSSI implementation, camera view confirmation and encoder installation. Manage all service calls from Westfield LLC.
- Long Beach Container Terminal - Programming of all cameras and implementation of OnSSI and training of the customer.

United Fabrics, Inc.

IT Administrator

3/2012 – 9/2013

- Designed, installed, and configured high bandwidth converged networks using Dell Powerconnect switches and Sonicwall firewall routers
- Installed and configured virtualized environment using Dell EqualLogic and VMWare systems
- Implementation of disaster recovery plan utilizing Dell Appassure and VMware SRM
- Administration and maintenance of Windows 2012/2008 servers and MDAemon email server
- Implementation of security for other branches and VPN users
- Installed and troubleshot 100+ network devices
- Local and remote support for Servers and Desktops

Base One Systems

Network/Video Surveillance Technical Director

3/2011 – 11/2012

- CCTV, IP Video Surveillance, Computer and Network repair and maintenance
- Designed and implemented analog and IP Based Video Surveillance projects
- Devised and implemented high bandwidth unified wireless network infrastructure for transferring Video, Audio and Data
- Designed and installed Wireless and VPN multipoint connections
- Onsite and offsite customer support

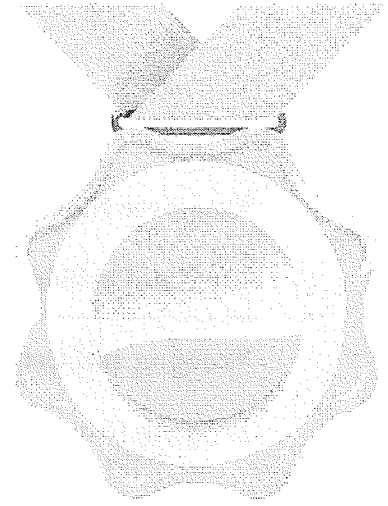
Buffalo Engineering Group

Project and Technical Director

4/2003 – 11/2010

- IP Video Surveillance, Wired and Wireless Networking
- Designed and implemented analog and IP based Video Surveillance projects
- Designed and installed reliable and strong-wired infrastructure using Cisco and Micronet switches
- Devised and implemented high bandwidth wireless infrastructure for transferring Video, Audio and Data
- Designed and installed wireless and VPN connections via Mikrotik Router Boards
- Constructed and executed VoIP projects via Micronet and Mikrotik products

Axis Certified Professional.



This verifies that

Ernest Hartoonians

Name

2019-12-18

On this date

Has successfully completed Axis Network Video Exam and thereby meets the exacting standards to be qualified as an Axis Certified Professional in network video. The certification is valid until:

2022-12-18

Expires

Serial number: 363198963

Lais Åberg
Vice President Marketing
Axis Communications



Employee Name: Ken Beck, CCIE #26726, HPE MASE, ACMX #231

Current Position: Solutions Architect

Training and Certifications:

- Aruba Certified Mobility Professional (ACMP)
- Aruba Certified Mobility Expert (ACMX No. 231)
- Aruba Certified ClearPass Professional (ACCP)
- Aruba Certified ClearPass Expert (ACCX)
- Aruba Certified Design Expert (ACDX)
- Aruba Subject Matter Expert (SME)
- Aruba Certified Edge Expert
- Aruba Certified Switching Associate (ACSA)
- Avaya APDS-UC Unified Communications
- Cisco Certified Internetwork Expert (CCIE Collaboration No. 26726)
- Cisco Certified Design Associate (CCDA)
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Network Professional (CCNP Voice)
- Cisco Advanced Wireless Design Specialist
- Cisco Express Foundation Design Specialist
- Cisco Express Foundation Field Specialist
- Cisco IP Contact Center Express Specialist
- Cisco IP Telephony Design Specialist
- Cisco Unity Design Specialist
- Cisco Unity Support Specialist
- Cisco Rich Media Communications Specialist
- HP Accredited Integration Specialist
- HP Accredited Systems Engineer
- HP Master Accredited Solutions Expert (MASX)
- HP Master Accredited Systems Engineer (MASE)
- HPE Product Certified Aruba Introspect Specialist
- Microsoft Certified Solutions Associate
- Microsoft Certified IT Professional (MCITP)
- Microsoft Certified Technology Specialist (MCTS)
- 3Com IP Telephony Specialist
- 3Com Solutions Expert
- 3Com Solutions Associate
- EPPICCenter System Engineer
- Sonicwall Certified Installer
- Tipping Point Certified

VectorUSA Start Date: December 11, 2000

Summary of Qualifications:

Over 20 years of broad experience in a variety of network technologies, including deep experience with the integration of Cisco and Microsoft technologies. Performs complex technical design and installation services for core network, security and wireless systems, VoIP systems, LAN/WAN and terminal services system implementation and maintenance services for multiple organizations supporting large enterprise clients that span diverse industries. Deep experience and knowledge as a project manager and information technology operations manager.

Professional Experience:



Client: San Diego County Airport Authority (SDCAA)
 San Diego, CA
Title: Lead Architect
Responsibility: Overseeing complete design of Wi-Fi Expansion Terminal Project for SDCAA to provide a fully functional and scalable wireless local area network (WLAN) system to expand the current airport system.

Client: Long Beach Container Terminal (LBCT)
 Long Beach, CA
Title: Solutions Architect
Responsibility: Design, implementation and testing of indoor and outdoor Cisco wireless network to include work group bridges on automated guided vehicles (AGV's).

Client: Continental Datagraphics (CDG)
 El Segundo, CA
Title: Solutions Architect
Responsibility: Manages and performs regular maintenance and system upgrades to CDG's existing Cisco Unified Communications Manager.

Client: Centinela Valley Union High School District
 Lawndale, CA
Title: Solutions Architect
Responsibility: Configured and installed a new Cisco UC Call Manager and Exchange UM Voicemail solution. Migrated and upgraded the system to the most current version at the time of installation from the previously existing system to the new client-provided Virtual Servers. Existing handset quantities and locations remained the same.

Client: Goodwill of Orange County
 Tustin, CA
Title: Solutions Architect
Responsibility: Managed and performed the implementation of a new Cisco CUCM 11.x with Unity Voicemail and Jabber Collaboration for Goodwill of Orange County's new Tustin site. The system consisted of (50) Cisco 7841 user handsets and (3) 8831 conference phones, (1) Cisco 4331 integrated services router, (1) Cisco UCS-E 4Cor CPU blade and (2) 1 TB SATA HDD, and (1) FXO analog 4 line card and (1) 32 channel DSP. Executed SIP trunking to Sprint.

Client: Long Beach Container Terminal (LBCT)
 Long Beach, CA
Title: Principal Network Engineer
Responsibility: Designed and implemented LBCT's core Cisco network (based on Nexus switching) and VoIP system, and designed/implemented the Cisco VoIP intercluster integration to Hong Kong.

Client: Charlotte Russe
 San Francisco, CA
Title: Principal Network Engineer
Responsibility: Installed Cisco VoIP and Unified Messaging system for the Charlotte Russe San Francisco Headquarters with over 175 total handsets.



Performed integration services with the San Diego Branch's Mitel VoIP solution via SIP trunking.

Client: Inglewood Unified School District
Inglewood, CA
Title: Principal Network Engineer
Responsibility: Designed and implemented a new CCTV surveillance system for the Child Development Center. Worked hand-in-hand with VectorUSA Engineering to design the system's cabling and pathway (conduit/raceway), cameras and camera enclosures, and system software. Oversaw set-up and configuration of system and training of users on system and retrieval of video. Also designed and installed VoIP and Unified Messaging system, including integration with voice gateways for 25 sites with over 1200 total handsets.

Client: Los Angeles Unified School District
Los Angeles, CA
Title: Principal Network Engineer
Responsibility: Supervised network cutover activities for replacement/upgrades of core network infrastructure equipment (for over 100 schools). Assisted with a large user migration for the District's central Cisco VoIP system. Provision of VoIP technical expertise for the District's VoIP system design and implementation.

Client: The Colburn School
Los Angeles, CA
Title: Solutions Architect
Responsibility: Performed the installation and configuration of the Aruba AirWave Management Platform for The Colburn School's implementation of a new Aruba Wireless Solution. The installation provided up to (300) devices (Cisco edge & core switches and wireless APs) to be monitored.

Client: El Camino Community College District Police Department
Torrance, CA
Title: Solutions Architect
Responsibility: Installed, configured and tested (1) Fortinet FortiGate FG-600C Network Security Appliance as well as a FG-600C & FG-1000C AC Power Supply. VectorUSA also provided Service, Support 3-Year FortiCare 24x7 Comprehensive Support + 3-Year FortiGuard as part of the Firewall solution.

Client: APM Terminals Pier 400
Los Angeles, CA
Title: Principal Network Engineer
Responsibility: Consulted on a variety of network design and implementation projects, including the logical IP design of the outdoor wireless network. Also designed routing and firewall (ACL) schema.

Client: Yusen Terminals, Inc.
Los Angeles, CA
Title: Principal Network Engineer



Responsibility: Consulted on a variety of network design and implementation projects, including the design and implementation of their core Foundry-based network in the YTI data center.

Client: Prescott Unified School District
Prescott, AZ

Title: Principal Network Engineer

Responsibility: Installed and configured a Fortinet 1000C Firewall. Site specific configurations were discussed and designed in unison with the District. Provided guidance on configuration setup and policy creation/enforcement.

Client: Ports America
Oakland, CA

Title: Principal Network Engineer

Responsibility: Designed, configured and certified a comprehensive outdoor wireless network for the terminal yard in Oakland, CA.

Client: Hawthorne Police Department
Hawthorne, CA

Title: Principal Network Engineer

Responsibility: Designed and implemented routing and security schemes to comply with DOJ and California Law Enforcement Telecommunications System (CLETS) security requirements. Designed and implemented similar systems for other police departments in Southern California.

Client: Bob Hope Airport
Burbank, CA

Title: Principal Network Engineer

Responsibility: Performed network discovery/mapping of Bob Hope Airport's existing network equipment. Documentation of findings included the creation of a network logical diagram, network equipment serial number log, and firmware versions log. In addition, VectorUSA changed the network's IP address scheme range.





Cisco Certifications

Ken A. Beck

has successfully completed the Cisco certification exam requirements and is recognized as a

Collaboration



CCIE No. 26726
Date Certified August 17, 2010

Validate this certificate's authenticity at
www.cisco.com/go/verifycertificate
Certificate Verification No. 428306579239CLBN

© 2017 Cisco and/or its affiliates

A handwritten signature in cursive script that reads "Chuck Robbins".

Chuck Robbins
Chief Executive Officer
Cisco Systems, Inc.

600311203
0410

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER®**

IS AWARDED TO

Thomas Cylkowski

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 106250
Registration Start Date: 01/01/2019
Registration End Date: 12/31/2021



Bicsi
RCDD
Since
09/26/1994

Chair, Registrations & Credentials Supervision Committee

Director of Credentialing

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER®**

IS AWARDED TO

Mark A Langley, Jr

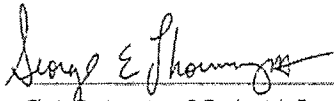
by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 201784R
Registration Start Date: 1/1/2018
Registration End Date: 12/31/2020



Bicsi
RCDD
Since

10/18/2008



Chair, Registrations & Credentials Supervision Committee



Director of Credentialing

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER®**

IS AWARDED TO

Daniel F. Lee

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 110902

Registration Start Date: 01/01/2020

Registration End Date: 12/31/2022



Bicsi
RCDD
Since
03/27/2010

A handwritten signature in black ink, appearing to read "George E. Shoumry".

Chair, Registrations & Credentials Supervision Committee

A handwritten signature in black ink, appearing to read "R. LaTina".

Director of Credentialing



City of Long Beach –RFP TI 20-047 Video Surveillance Installation, Repair, and Maintenance

CONTRACTOR CERTIFICATIONS

STATE OF CALIFORNIA
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:

VECTOR RESOURCES INC

License Number 654046

to engage in the business or act in the capacity of a contractor
in the following classification(s):

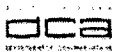
- C-7 - LOW VOLTAGE SYSTEMS
- C10 - ELECTRICAL
- B - GENERAL BUILDING CONTRACTOR
- D56 - TRENCHING (ONLY)

Witness my hand and seal this day,

December 7, 2012

Issued September 11, 1992

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



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



654046

INC. CORP

VECTOR RESOURCES INC DBA
VECTORUSA

C-7 C10 B C61/D56



09/30/2022

www.cslb.ca.gov

James Miller
Board Chair

Stephen P. Sands
Registrar of Contractors



State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name
VECTOR RESOURCES, INC. DBA VECTORUSA

Legal Entity Type
Corporation

Status
Active

Registration Number
1000002893

Registration effective date
07/01/20

Registration expiration date
06/30/21

Mailing Address
20917 HIGGINS COURT TORRANCE 90501 CA U...

Physical Address
20917 HIGGINS COURT TORRANCE 90501 CA U...

Email Address
jsinnott@vectorusa.com

Trade Name/DBA
VECTORUSA

License Number (s)
CSLB:654046
CSLB:654046

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

Registration History

Effective Date	Expiration Date
05/08/18	06/30/19
06/06/17	06/30/18
06/07/16	06/30/17
08/22/15	06/30/16
11/18/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21

Legal Entity Information

Corporation Entity Number: 954154511

Federal Employment Identification Number: 954154511

President Name: DAVID ZUKERMAN

Vice President Name: JEFFREY ZUKERMAN

Treasurer Name: DAVID ZUKERMAN

Secretary Name: JEFFREY ZUKERMAN

CEO Name:

Agency for Service:

Agent of Service Name: DAVID ZUKERMAN

Agent of Service Mailing Address: 20917 HIGGINS COURT TORRANCE 90501 CA United States o

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

PEO Information	PEO	PEO
Name	Phone	Email

Insured by Carrier

Policy Holder Name:	VECTOR RESOURCES, INC. DBA VI
Insurance Carrier:	TRAVELERS PROPERTY CASUALTY
Policy Number:	UB-0L239923-18-13-G
Inception date:	11/01/19
Expiration Date:	11/01/20

About DIR	Work with Us	Learn More
Who we are (https://www.dir.ca.gov/aboutdir.html)	Jobs at DIR (https://www.dir.ca.gov/dirjobs/dirjobs.htm)	Acceso al idioma (http://www.dir.ca.gov//Bilingual-Services-Act/default.html)
DIR Divisions, Boards & Commissions (https://www.dir.ca.gov/divisions_and_programs.htm)	Licensing, registrations, certifications & permits (https://www.dir.ca.gov/permits-licenses-certifications.html)	Frequently Asked Questions (https://www.dir.ca.gov/faqslist.html)
Contact DIR (https://www.dir.ca.gov/Contactus.html)	Required Notifications (https://www.dir.ca.gov/dosh/Required-Notifications.html)	Site Map (https://www.dir.ca.gov/sitemap/sitemap.html)
	Public Records Requests (https://www.dir.ca.gov/prarequest.html)	

[Back to Top](#)

[Conditions of Use \(https://www.dir.ca.gov/od_public/conditions.html\)](https://www.dir.ca.gov/od_public/conditions.html)


[Disclaimer \(https://www.dir.ca.gov/od_public/disclaimer.html\)](https://www.dir.ca.gov/od_public/disclaimer.html)

[Privacy Policy \(https://www.dir.ca.gov/od_public/privacy.html\)](https://www.dir.ca.gov/od_public/privacy.html)

[Accessibility \(https://www.dir.ca.gov/od_public/accessibility.html\)](https://www.dir.ca.gov/od_public/accessibility.html)

[Site Help \(https://www.dir.ca.gov/od_public/help.html\)](https://www.dir.ca.gov/od_public/help.html)

[Contact Us \(https://www.dir.ca.gov/ContactUs.html\)](https://www.dir.ca.gov/ContactUs.html)

 (<https://www.facebook.com/CaliforniaDIR>)

 (https://twitter.com/#!/CA_DIR)

 (<http://www.youtube.com/CaliforniaDIR>)

Copyright © 2020 State of California



**CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
OWNERSHIP NON-TRANSFERABLE
LICENSE EXPIRES: 08/04/2021**

PREPARED: 08/25/2020
P199

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING:

ACCOUNT NUMBER:	BU20563050	BUSINESS TYPE: CONTRACTING – BUILDING
OWNER:	VECTOR RESOURCES INC	
LOCATED AT:	20917 HIGGINS CT TORRANCE CA 90501	
DBA NAME:	VECTOR USA	

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

—————
➔ **LICENSE HOLDER -- PLEASE NOTE** ←

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

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

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

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

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

**VECTOR RESOURCES INC
VECTOR USA
20917 HIGGINS CT
TORRANCE, CA 90501**



Cisco Channel Partner Program

Gold Certified Partner



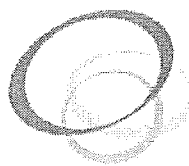
Awarded to
VECTORUSA

USA
valid until December 19, 2020

Validate this certificate at:
cisco.com/go/partnerlocator

Cisco Partner Ecosystem Programs
Global Partner Organization

Hanwha Techwin America
Frank W. Burr Blvd., Suite 43
Teaneck, New Jersey 07666
877.213.1222 | Fax: 201.373.0124
Insidesales@hanwha.com



Hanwha
Techwin America

October 24, 2019

VectorUSA
20917 Higgins Court
Torrance, CA 90501

To Whom It May Concern,

This letter confirms that the above named company holds the status of a Hanwha Techwin America Gold STEP Dealer Partner. This designation signifies that they are qualified to sell, install, program, service and we support up to 5 year warranty for the Wisenet/Samsung product line except PTZ motors and hard disk drives if sold by a Gold STEP Dealer. We also extend a one year advance replacement program to our Gold STEP Dealers. Our warranty program as outlined on our web page, www.hanwhasecurity.com and with all product documentation provide within all boxes. We authorize that VectorUSA. has our full support in submitting a video surveillance system manufactured by us and to subsequently negotiate and sign the contract.

Hanwha Techwin America looks forward to providing you the best products and services in the security marketplace and if there is anything that I can do for you don't hesitate reach out to me.

Thank you,

Laura Ascolese
Inside Sales Manager
North America Sales
Hanwha Techwin America
500 Frank W. Burr Blvd., Suite 43
Teaneck, NJ 07666
Office: 201-325-6954
l.ascolese@hanwha.com
www.hanwhasecurity.com



January 7, 2020

Vector Resources, Inc dba VectorUSA
3530 Voyager Street
Torrance, CA 90503

To Whom It May Concern:

Please allow this letter to confirm that **VectorUSA** with Headquarters in **Torrance, CA** is currently a member of the Axis Channel Partner Program and a **Solution Gold** partner in good standing with Axis. Axis Communications Inc. certifies **VectorUSA** to resell Axis Communications products and solutions.

If you have any questions or need further information, please contact Axis sales at (800) 444-2947 Option 1 or email me at erin@axis.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Erin Fitzgerald".

Erin Fitzgerald
Senior Channel Coordinator, Partner Programs & Sales Systems
Axis Communications, Inc.

SONY

THIS CERTIFICATE IS PRESENTED TO

Vector Resources, Inc.

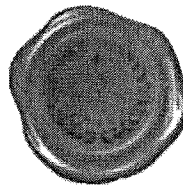
In recognition of their acceptance into the
Partner Program for Sony Video Security Products
for the period of

January 2019 – December 2019

SVSP # 1371

Bob Gitre

Bob Gitre
National Sales Manager
Sony Video Security Products
Bosch Security Systems



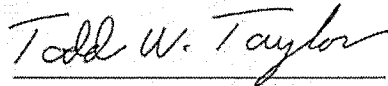
MEMBERSHIP CERTIFICATE

This certifies that

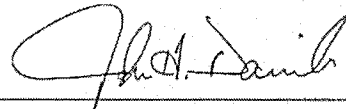
VectorUSA

is a BICSI Member in good standing through


6 June 2021



Todd W. Taylor, RCDD, NTS, DSP
BICSI President



John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer



Bicsi
advancing the information and
communications technology profession



CERTIFICATE OF AUTHORIZATION

Presented To:

Vector USA: Torrance, California, United States

as a

Solution Provider

for SYSTIMAX Infrastructure

Approved Territory:

Southern California

A handwritten signature in black ink, appearing to read "Stephen M. Howell".

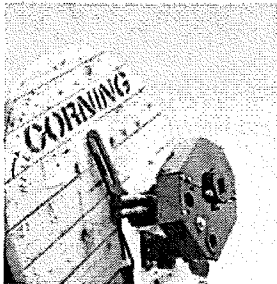
Stephen M. Howell
SVP Global Enterprise Sales

2020

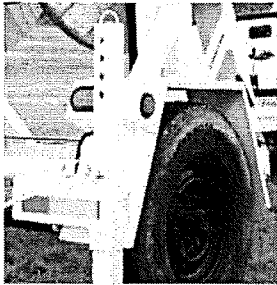
Program Year

115228

Partner ID

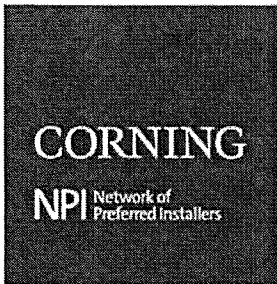


Corning Optical Communications
Network of Preferred Installers



VectorUSA

Certified Member
2020 Member in Good Standing



Andrew Bell, Program Manager
Network of Preferred Installers
Optical Communications, IBN/DC

Andrew Jackson, Vice President
OCO Marketing
Optical Communications

Rendered: Fri Apr 03 10:03:56 GMT 2020



REFERENCES

Client Name: City of Fontana
Client Contact: Chris Ulreich, Network/Security Administrator
(909) 350-6680 / culreich@fontana.org

Project Dates: January 2014 – December 2019
Staff Assigned: Ernest Hartoonians

Project Description:

VectorUSA has been providing annual preventative maintenance and repair services for the City of Fontana CCTV system since January 2014. Additional CCTV material and services have also been requested from the City of Fontana throughout the contract periods for new installations or maintenance/services/programming/troubleshooting throughout the City of Fontana.

Client Name: Vallecitos Water District
Client Contact: Patrick Drummond, Systems Administrator
(760) 744-0460 x325 / pdrummond@vwd.org

Project Dates: March 2017 – July 2017 (initial project); Ongoing Support
Staff Assigned: Ernest Hartoonians

Project Description:

VectorUSA has been providing CCTV installation, repair and maintenance services for Vallecitos Water District since 2017. The District's initial project consisted of the installation of an OnSSI surveillance system comprising (12) new Hanwha IP cameras and the supporting category 6 OSP cabling needed for all new camera locations from the network equipment rack. The District sought to increase its physical security and situational awareness at the main points of entry and facilities. The goal of the project was to provide video surveillance for both the entry of the main building and the maintenance yard area. Video recordings are managed from a centralized recording server which facilitates forensic investigations and provides real-time alerting. Since this initial project, VectorUSA has continued to provide CCTV system troubleshooting, repair and maintenance services to the District for its main HQ and branch reservoirs.

Client Name: City of Riverside
Client Contact: Steve Crunk, Network Manager
(951) 826-5579 / scrunk@riversideca.gov

Project Dates: November 2017 – December 2017
Staff Assigned: Ernest Hartoonians, Leopoldo Castaneda, Carlos Ramirez

Project Description:



City of Long Beach –RFP TI 20-047 Video Surveillance Installation, Repair, and Maintenance

VectorUSA provided surveillance cameras and connectivity for the 2017 Festival of Lights. VectorUSA installers installed a wireless bridge link between City Halls roof, the Gift Shop roof and the light pole located at Mission/Main. New Axis cameras were installed on the roofs of City Hall, Cal Tower, the Gift Shop, and on the light poles at Mission/Main and Mission/Orange line to cover areas at street level identified by the City. In addition, VectorUSA provide the City with 1 Ubiquity radio for client self-installation (for spare). As part of this project VectorUSA lowered the height of 3 existing antennas on City Halls roof to bring them below the helipad roof line. Existing antenna masts were used.

Client Name: City of San Diego Library
Client Contact: Curtis Williams, IT Resources Manager
(619) 238-6635 / clwilliams@sandiego.gov

Project Dates: 2018 – Present
Staff Assigned: Ernest Hartoonians

Project Description:

VectorUSA has been providing CCTV installation and maintenance services to the City of San Diego Library since 2018. Work has included large upgrade and replacement work at the Central Library and branches comprising Hanwha cameras, Milestone and new VMS servers. VectorUSA has also provided the cable infrastructure to support these expansions, adds and changes.

Client Name: City of Manhattan Beach
Client Contact: Sanford Taylor
(310) 802-5067 / staylor@citymb.info

Project Dates: January 2017 – December 2017
Staff Assigned: Paul Hartwell, Ken Beck

Project Description:

The City of Manhattan Beach wanted to expand their Wide Area Network and Wireless connectivity within the city. They requested that VectorUSA install Siklu Point to Point antennas at three (3) locations to extend their WAN to parks and schools within the city. From there, VectorUSA created IDF's and installed Meraki Switches and Meraki Access Points to provide wireless coverage at Live Oak Park, Sand Dune Park, and Mira Costa High School. In addition, VectorUSA created a wireless mesh network at Polliwog Park, Begg Pool, and Marina Ave Park and Sports Complex.

Client Name: Long Beach Container Terminal
Client Contact: Matt Hunnicutt, Director, Information Technology
(562) 951-6201 / matt.hunnicutt@lbct.com



City of Long Beach –RFP TI 20-047 Video Surveillance Installation, Repair, and Maintenance

Project Dates: September 2013 – Present
Staff Assigned: Paul Hartwell, Ernest Hartoonians, Ken Beck

Project Description:

Long Beach Container Terminal was in the process of building a state-of-the-art marine terminal that would include the combination of two existing terminal sites within the port to create a new terminal footprint. The port was investing \$1.2 billion to make this project a success. VectorUSA was brought in by LBCT to provide network design and technology support services to help augment their current information technology staff. Terminal automation required the appropriate planning and resources to assure everything was accounted for. Without the correct design and placement of specific technology infrastructure, the automated terminal would have a negative impact on the logistics taking place at the facility, causing loss of time and money.

VectorUSA's team of network and infrastructure professionals interviewed manufacturers and arranged site visits and demonstrations of potential technology options. The scope of work included network consultation, network design, VoIP implementation, wireless network troubleshooting and analysis, network and systems monitoring, and structured cabling. Our infrastructure experts helped the terminal maintain their daily operational activities by supporting multiple applications that made them more efficient.

LBCT engaged VectorUSA in a variety of different areas to ensure their immediate needs and long-term strategies were met as they related to technology for automation. VectorUSA was proud to be the lead technology infrastructure consultant on this project, advising them on a number of avenues that facilitated the long-term automation goals of this new state-of-the-art terminal.

EXHIBIT “B”

Rates or Charges

City of Long Beach

Request for Proposals Number TI FY20-047

For

Video Surveillance Installation, Repair, and
Maintenance

Due: October 8, 2020

Prepared for:

Tina Schaper
Purchasing

Prepared by:

Jermaine Bryant
Account Executive
(310) 436-1022
jbryant@vectorusa.com

VectorUSA
20917 Higgins Court
Torrance, CA 90501

COST PROPOSAL



Vector Resources, Inc.
dba VectorUSA
20917 Higgins Court
Torrance, CA 90501
P: (310) 436-1000

VRN-101674-001
September 24, 2020

City of Long Beach

333 W Ocean Blvd
Long Beach, CA 90802

Project

RFP# TI FY20-047 Video Surveillance Installation, Repair, and Maintenance
Proposal 1, Version 1 - Exhibit 1

Prepared For

City of Long Beach

Prepared By

Jermaine Bryant
VectorUSA

TABLE OF CONTENTS

- 1.0 Project Overview
- 2.0 Scope of Work
 - 2.1 Shoreline Drive/Shoreline Village Drive
 - 2.2 Shoreline Drive/Pine Ave
 - 2.3 Documentation
- 3.0 Project Parameters
 - Detailed Pricing
 - Terms and Conditions of Contract
(SignatureRequired)

1.0 Project Overview

1.1 Project Overview

VectorUSA is pleased to present the following proposal to The City of Long Beach ("client") for the Exhibit 1 Sample Project Cost Proposal project located at the intersection of Shoreline Dr and Shoreline Village Drive. This proposal includes:

- Specifications for the installation of new structured communication cabling
- Specifications for the installation of a new surveillance system

This proposal was based on the information gathered from meetings and conversations, the site walk, and our past experience with similar projects. The proposal includes the furnishing of all materials, labor, transportation, tools, permits, fees, utilities and incidentals necessary for the complete installation of all work specified in this document.

1.2 Installation

VectorUSA will establish a project team comprised of individuals with knowledge and experience relevant to this project. An experienced project manager or project coordinator will head the project team to ensure that the project is on schedule and within budget.

In addition to the core project team, VectorUSA has over 350 employees with a full range of specialties who will assist on the project as needed. Among these employee resources are VectorUSA's quality control officials, who will visit the project site over the course of the project to ensure that the highest-quality installation practices are being used.

VectorUSA recommends that the client create its own project team prior to the project's start. This team will work together with Vector's team to determine the implementation schedule, establish policies and procedures, decide best methods to train and distribute information to client's staff members, resolve technical issues, device management and maintenance, and system maintenance.

1.3 Codes

All work performed on this project will be installed in accordance with IEEE 802.11 installation guidelines, the current edition of the NEC, NESC, BICSI Telecommunications Distribution Methods Manual (TDMM), BICSI Cabling Installation Manual, and the latest issue of the ANSI/TIA/EIA Standards, along with all state/local codes and ordinances.

2.0 Scope of Work

2.1 Shoreline Drive/Shoreline Village Drive

VectorUSA will 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.

Surveillance

At the southeast intersection of Shoreline Drive and Shoreline Village Drive, VectorUSA will remove all camera hardware from the pole including camera, power inside the existing enclosure and the Wi-Fi antenna. VectorUSA assumes all junction boxes are to remain for use in the installation of the new camera. At the northwest corner of the same intersection, the two cameras and mounts will be removed. Existing junction boxes will remain.

Note: VectorUSA will confirm what will be done with the removed equipment with the City of Long Beach technical contact prior to starting the project.

At the southeast traffic pole on Shoreline Drive and Shoreline Village Drive, VectorUSA will provide and install one (1) Hanwha PNM-9320VQP camera with four (4) Hanwha SLA -5M3700P lenses. The camera will be pole mounted with a gooseneck mount. VectorUSA will provide and install one (1) Hanwha gooseneck mount (P/N: SBP-300WM) and one (1) Hanwha pole mount (P/N: SBP-300PM) to secure the camera to the vertical portion of the traffic pole.

Traffic Cabinet and Electrical

VectorUSA will provide and install one (1) concrete pad for the installation of a new traffic enclosure. The concrete pad designs will be checked and approved for installation on Long Beach City property. New pathway will be run and connected to existing pathway for three new connections that will be needed. One pathway will run to the existing power meter to run new power. The second pathway will intercept existing pathway to the pole for the camera connectivity. The final conduit run will connect to the pull box where the existing fiber to be used is coiled up. Fiber scope will be discussed in more detail below.

Note: Necessary permits will be pulled for the installation of the pad and running of conduit on Long Beach City property.

VectorUSA will provide and install one (1) McCain M64401 traffic expansion cabinet on the southeast corner of Shoreline Drive and Shoreline Village Drive. The cabinet will be installed on the south side of the area where the existing cabinets reside. The new cabinet will be installed on the concrete mount and will face south. VectorUSA will install one (1) new single gang dedicated 110V power outlet inside the new expansion cabinet from the existing power meter located at the SE corner of Shoreline Drive and Shoreline Village Drive intersection.

Fiber Connectivity

One (1) existing 12-strand single mode loose tube fiber is coiled at the traffic signal pull box on the southeast corner of Shoreline Drive and Shoreline Village Drive. VectorUSA will pull the fiber inside the new expansion cabinet, and will terminate into one (1) new fiber cassette (P/N: CCH-CS12-A9-P00RE) which will be housed inside one (1) new fiber enclosure (P/N: WCH-02P). Cassette will include LC terminations and the enclosure will be hung inside the expansion cabinet, leaving any excess fiber coiled inside the initial traffic signal pull box.

The existing fiber extends across the street at the northeast side of Shoreline Drive and Shoreline Village Drive. This other end is coiled up in an existing enclosure. VectorUSA will splice four (4) of the strands with existing fiber that runs west along Shoreline Drive. The splices will be housed within one (1) new Coyote splice enclosure installed in the existing enclosure. The four (4) strands will be spliced out of each fiber to create the connection over to the intersection of Shoreline Drive and Pine Ave (Section 2.2). VectorUSA will stand up and tear down a splicing tent to assure cleanliness of each fiber splice.

For connectivity from the fiber cassettes to the new or existing switches at each cabinet location, VectorUSA is providing two (2) total single mode LC to LC fiber jumper cables; one at each fiber termination point.

Copper Connectivity

VectorUSA will install one (1) Category 6 OSP cable (P/N: UN874028404/10) from the new camera to the Cisco switch to be installed within the expansion cabinet. The cable will connect from the switch and will run through the new and existing pathway to one of the existing single gang junction boxes on the traffic pole. The cable will connect into a one port surface mount box that will terminate the cable into an RJ45 insert. From there a Category 6 patch cable will be run to connect to the camera. This will allow for easy testing of the cable during this project, and in the future.

Switching and Storage

VectorUSA will provide and install one (1) Cisco switch (P/N: WS-C3560CX-12PD-S) and one (1) Cisco SFP module (P/N: GLC-LH-SMD=). The Cisco switch and SFP will be installed within the new expansion cabinet. Configuration of the switch will be provided by City of Long Beach staff.

VectorUSA will provide and install one (1) Razberi switch/server (P/N: SSIQ8-R2-I5-8SE) and one (1) Razberi 240W power supply (P/N: PSU-R-240). The Razberi switch/server and power supply will be installed within the new expansion cabinet. Configuration of the switch/server will be provided by City of Long Beach staff.

Traffic Control

VectorUSA will provide all necessary traffic control for this project. This includes working on the sidewalks and working in the streets. VectorUSA will obtain all permits required to control traffic in the City of Long Beach.

Bucket Truck

VectorUSA will provide one (1) bucket truck for the removal of existing equipment, and installation of the new camera on the traffic pole.

Permits

VectorUSA has included obtaining of all necessary permits within this scope of work. If other work requiring extra permits is added to this scope in a change order, the cost to obtain those permits will be included within the change order.

2.2 Shoreline Drive/Pine Ave

The existing fiber running on the north side of Shoreline Drive is in an existing vault on the northwest side of the Shoreline Drive and Pine Ave intersection. VectorUSA will splice four (4) strands of the existing fiber in the vault with four strands of one (1) new Corning 12 strand loose tube fiber (P/N: 012ZU4-T4F22D20). VectorUSA will pull the fiber through existing pathway into the existing traffic enclosure, and will terminate into one (1) new fiber cassette (P/N: CCH-CS12-A9-P00RE) which will be housed inside one (1) new fiber enclosure (P/N: WCH-02P). Cassette will include LC terminations and the enclosure will be hung inside the traffic enclosure, leaving any excess fiber coiled inside the initial traffic signal pull box.

Traffic Control

VectorUSA will provide all necessary traffic control for this project. This includes working on the sidewalks and working in the streets. VectorUSA will obtain all permits required to control traffic in the City of Long Beach.

2.3 Documentation

This project includes the delivery and submittal of:

1. Test results for all copper data cable(s)
 - a. Summary
 - b. Detail
2. Test results for all fiber optic cables/strands
 - a. Power-Meter
3. CAD drawing(s) – AutoCAD drawings depicting all work performed.
 - a. Plan View
 - i. Space layout with identification labels for all NEW work.
4. Warranty Information
 - a. VectorUSA 1-year warranty
5. Serial numbers, model number, IP address, MAC Address, installation dates, and locations.

Upon completion, one (1) hard copy set shall be delivered to the primary contact within one (1) week of completing the project. Soft copy drawings are available upon request.

Customer Responsibilities

If applicable/available, preliminary soft copy drawings must be provided by the customer in an AutoCAD format. Drawings must be provided three (3) days after approving the contract proposal/quote. Drawings must contain a core, a shell and a space layout of the most recent configuration.

3.0 Project Parameters

3.1 Change Order

Any work that is added to or deleted from the original scope of this proposal that alters the original costs or completion date must be agreed upon by both parties in the form of a written change order.

3.2 Delays

The client must provide five (5) working days advance notice of any factor that will delay this project or VectorUSA will issue a work stoppage change order.

Additionally, idle time incurred due to the absence of required escorts, clearance, permits, inability to enter the work place, delays by other trades or other factors beyond VectorUSA's control will be addressed with a written change order.

3.3 Work Days/Overtime

Project work will be performed during VectorUSA's standard business hours of 7am-5pm, PST, Monday through Friday (except holidays). Work outside of standard business hours is available, but requires a written change order.

3.4 Access

VectorUSA has access to all areas required to perform the proposed scope of work in a timely manner.

3.5 Schedule

VectorUSA plans to implement this project in a continuous fashion or as outlined in the RFP. If any additional mobilization is required as a result of a change in the project schedule that is not caused by VectorUSA, it will be addressed with a written change order.

3.6 Asbestos/Hazardous

VectorUSA assumes that its installation teams will be working in areas that do not contain asbestos or any other hazardous material that would require additional time or alternative installation procedures.

It is the responsibility of the client to provide written notification to VectorUSA of any asbestos contained material (ACMs) in or around the area of the project prior to the start of a project. In the event that ACMs are present prior to job commencement or if ACMs are encountered during the project, additional cost, damages and/or delays attributed to necessary procedures for working in this environment will be the client's responsibility.

3.7 Adequate Room

The client must provide adequate room for the installation of the proposed termination hardwired at the station and in the communications closets.

3.8 Patch Cords

VectorUSA is not responsible for providing and installing voice and data patch cables.

3.9 Existing Cable

VectorUSA has not confirmed that the existing cable infrastructure is usable (e.g., labeled, correct pin configurations, etc.). The client is responsible for providing technician(s) (e.g., cable vendor) to troubleshoot any wiring issues that may arise during installation.

VectorUSA will troubleshoot or resolve in-house wire issues if so requested by the client in the form of a written change order.

3.10 Existing Conduit

The client is responsible for ensuring that existing conduits/pathways that may be used for this project are installed and utilized in accordance with NEC requirements, have adequate space available for addition of new cables, will not exceed 60% fill ratio after new cables have been added, and are free of obstructions, blockages, and/or defects.

If existing conduits/pathways to be used for this project need to be brought into compliance with current code and standards, VectorUSA can assist the client with this work if the client requests such assistance in the form of a written change order.

3.11 Coring

If any coring, x-ray or sonar inspections are necessary, it will be addressed with a written change order. No costs for coring, sonar or x-ray inspection have been included in this proposal.

3.12 Add & Delete

Any additional work requested outside of the SOW will be considered as separate work and addressed with a written change order. This proposal is not to be used as an "add & delete" schedule; it only applies to the work specified in the original RFP.

3.13 Defective Materials

If, due to problems with the existing hardware and/or materials provided by the client or other third parties, there is a delay and/or VectorUSA is unable to perform the work outlined in the SOW, it will be addressed with a written change order.

3.14 Network Equipment

VectorUSA has based this proposal on the client's provision of all required network switches/equipment. All network switches must be PoE, in place, and operational prior to the cutover date.

In addition, the client's network equipment must meet the minimum standards set by the system's manufacturer.

3.15 Taxes

Taxes are calculated and billed based on tax rates effective at the date of invoice.

3.16 Extraordinary Service

Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by VectorUSA, through no fault of its own, shall be reimbursed to VectorUSA by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to: 1) shipping expenses related to unusual site handling fees (e.g., extra distance, no loading dock, extra stairs, extra demurrage charges); 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled; 3) expenses incurred by VectorUSA to resolve network compatibility issues caused by a client's election to substitute non-VectorUSA provided equipment or services; and 4) expenses incurred by VectorUSA for additional installation time and/or materials caused by a site not being prepared as called for in this proposal.

VectorUSA shall promptly notify the client in writing of such charges. Notification will be provided, when feasible, prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to VectorUSA's fault or negligence, VectorUSA shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both, to reflect such charges and any related delay.

3.17 Proprietary Information

The information contained in this document is proprietary to VectorUSA and intended to be used as evaluative and/or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from VectorUSA.

DETAILED PRICING

SURVEILLANCE

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
SURVEILLANCE CAMERA							
Network vandal outdoor Multi-sensor Multi-Directional camera	Hanwha	PNM-9320VQP	1	3,339.78	3,339.78	690.00	4,029.78
Lens module, 1/1.8" SMP CMOS with a 3.7mm fixed focal lens	Hanwha	SLA-5M3700P	4	135.00	540.00	460.00	1,000.00
Pole Mount Adapter	Hanwha	SBP-300PM	1	39.94	39.94	172.50	212.44
Wall Mount Dome	Hanwha	SBP-300WM	1	39.89	39.89	172.50	212.39

SURVEILLANCE EQUIPMENT REMOVAL

Existing Surveillance Equipment Removal			1	0.00	0.00	1,380.00	1,380.00
---	--	--	---	------	------	----------	----------

Sub-Total

CABINET INSTALLATION

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
TRAFFIC CABINET							
BBS Cabinet, 56x26x12, Side Mount, Caltrans, Natural	McCain	M64401	1	1,312.50	1,312.50	1,120.00	2,432.50

CONCRETE PAD

Concrete Pad Install			1	13,125.00	13,125.00	0.00	13,125.00
----------------------	--	--	---	-----------	-----------	------	-----------

Sub-Total

CABLING INFRASTRUCTURE

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
FIBER OPTIC CONNECTIVITY							
ALTOS® Loose Tube, Gel-Free, All-Dielectric, 12 F, Single-mode (OS2)	Corning	012ZU4-T4F22D20	30	0.33	9.90	230.00	239.90
Splice Tray, heat-shrink fusion splices, 0.2-in, 12 F	Corning	M67-048	2	37.50	75.00	230.00	305.00
Coyote Inline Runt	Preformed Products	8006951	1	170.17	170.17	690.00	860.17
24 Fiber Splice Tray	Preformed Products	80809958	1	19.79	19.79	172.50	192.29
Splice Case Mounts	Preformed Products	8003835	1	20.63	20.63	172.50	193.13
Splicing Tent Setup/Tear Down			4	0.00	0.00	460.00	460.00
Single Mode Fiber Patch, duplex LC to LC, 2m	Corning	040402G512002M	2	35.63	71.26	38.33	109.59
Fiber Splicing			8	0.00	0.00	153.33	153.33

FIBER OPTIC TERMINATION HARDWARE

12 Port Wall Mount Fiber Enclosure	Corning	WCH-02P	2	88.75	177.50	230.00	407.50
12 Strand LC Singlemode CCH Splice Cassette	Corning	CCH-CS12-A9-P00RE	2	375.00	750.00	460.00	1,210.00

COPPER CONNECTIVITY

CS34P CAT6 F/UTP Cable, plenum, black, 4 pair count	Commscope	UN874028404/10	80	0.27	21.60	76.67	98.27
Modular Plug Kit, category 6, shielded, 8-position	Commscope	6-2111977-3	2	2.50	5.00	38.33	43.33
1 Port Surface Mount Box Black	Commscope	107983983	2	2.82	5.64	57.50	63.14
10FT CAT6 Patch Cord Blue	Commscope	UNC6-10F-BL-B	2	11.00	22.00	19.17	41.17

Sub-Total

Vector Resources, Inc. dba VectorUSA
California State License No. 654046
20917 Higgins Court, Torrance, CA 90501
(310) 436-1000

SWITCHING/SERVER

SWITCHING	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
3560-CX Switch 12 GE PoE+, uplinks: 2 x 10G SFP+ and 2 x 1G copper, IP Base	Cisco	WS-C3560CX-12PD-S	1	1,604.58	1,604.58	115.00	1,719.58
Cisco DNA Advantage Subscription License for C3560CX 12 Port Switches	Cisco	C3560CX-DNA-A-12=	1	518.07	518.07	28.75	546.82
TRANSCEIVER							
1000BLX/LH MMF/SMF 1310NM Transceiver Module	Cisco	GLC-LH-SMD=	1	759.24	759.24	28.75	787.99
SWITCHING AND SERVER							
Razberi Rugged, Managed PoE switch, server and storage	Razberi	SSIQS-R2-I5-8SE	1	8,200.00	8,200.00	115.00	8,315.00
240W Power Supply for Rugged Appliance	Razberi	PSU-R-240	1	115.33	115.33	28.75	144.08
Sub-Total							

ELECTRICAL WORK

ELECTRICAL	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
Electrical Materials and Installation			1	250.00	250.00	1,120.00	1,370.00
Sub-Total							

TRAFFIC CONTROL

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
Traffic Control Design and Permits			1	6,218.75	6,218.75	0.00	6,218.75
Traffic Control Mobilization (/Day)			2	487.50	975.00	0.00	975.00
Traffic Controller/Flagger (/hr)			16	110.00	1,760.00	0.00	1,760.00
Sub-Total							

LIFT RENTAL

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
Lift / Truck Rental			1	2,400.00	2,400.00	0.00	2,400.00
Sub-Total							

PROFESSIONAL SERVICES

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
Professional Services: Electrical Engineer (JCK)			1	3,750.00	3,750.00	0.00	3,750.00
Professional Services: Electrician			1	1,250.00	1,250.00	7,840.00	9,090.00
Professional Services: Concrete Pad and Conduit Planning (MHP)			1	3,750.00	3,750.00	0.00	3,750.00
Sub-Total							

MISC. INSTALLATION MATERIALS

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
Miscellaneous Materials			1	250.00	250.00	0.00	250.00
Sub-Total							

VECTOR SERVICES

	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
CAD Documentation			1	0.00	0.00	520.00	520.00

Mobilization	1	0.00	0.00	460.00	460.00
Project Management	1	0.00	<u>0.00</u>	<u>3,600.00</u>	<u>3,600.00</u>
Sub-Total			0.00	4,580.00	4,580.00
Project Sub-Total			51,546.57	20,879.58	72,426.15
Sales Tax					5,230.42
Project Total					77,656.57

TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS

All work is to be completed in a workmanlike manner according to standard practices. All material is to be as specified. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control will be settled in a formal agreement. Owner is responsible to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

PAYMENT REQUIREMENTS

This proposal pricing is only valid for 30 days. Upon acceptance a purchase order and 50% deposit is required and due prior to commencement of work. Monthly progress invoices will be generated based on percentage of completion and due Net 30. Balance will be invoiced upon substantial completion and due Net 30.

FINANCE OPTIONS

Leasing and financing options are available to meet your needs. We can provide programs ranging from 24 months to 60 months on purchases of \$100,000 or more. These programs have the flexibility to include materials, design services, system maintenance, and installation services. These programs can be tailored to meet both capital financing and operating budget needs. All terms and conditions are only final upon a successful credit review. An estimated lease payment has been calculated below based on a 60-month term, dollar buy out option. Please contact your Account Executive for more details.

City of Long Beach
333 W Ocean Blvd
Long Beach, CA 90802

Job Total \$77,656.57

Vector Resources, Inc. dba VectorUSA Authorized Signature

Date

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

Date

Print Name

The Vendor should quote prices as requested for the list of services on a "Per Project" basis. These additional services are not part of the mandatory scope for pricing of the products shown in "Exhibit 1". For pricing Additional Services and Costs worksheet assume standard rates apply Monday through Saturday for an eight (8) hour shift regardless of start time. Unless otherwise agreed in writing Vendor will provide multiple shifts to avoid overtime costs. Each resource mobilized for onsite work will be for a minimum of four (4) hours of work. Rates are shown below:

No.	Title	Standard (Mon-Sat) Max. Hourly Rate	Overtime Max. Hourly Rate	Sunday Max. Hourly Rate	Davis Bacon Prevailing Wage Max. Hourly Rate	Carry-Up Max. Hourly Rate	Additional Services -Testing, Relocation, Reconfigure Max. Hourly Rate	Engineering Calculations Max. Hourly Rate	Accounting for Rate Changes to Davis Bacon Labor Rate (2 Years)
1	Project Manager	\$150.00	\$225.00	\$300.00	\$150.00	\$150.00			\$150.00
2	Physical Security Engineer	\$140.00	\$210.00	\$280.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00
4	Electrical Journeyman	\$140.00	\$210.00	\$280.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00
5	Network Engineer	\$140.00	\$210.00	\$280.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00
6	Network Engineer, Senior	\$175.00	\$262.50	\$350.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00
7	Physical Security Technician	\$115.00	\$172.50	\$230.00	\$115.00	\$115.00	\$115.00		\$115.00
8	Communications Technician	\$115.00	\$172.50	\$230.00	\$115.00	\$115.00	\$115.00		\$115.00
Justification		Allows for pre-determined costs for additional expenses chargeable to project or contractor.			In specifically identified projects where law and/or local policy requires payment of Davis Bacon Prevailing Wage, ensures that costs can readily be incorporated into the project quote.	In specific situations where unforeseen site conditions require additional labor, ensures that costs can readily be incorporated into the project quote.	In specific situations where Participating Agency wishes to incorporate existing product by vendor, ensures that costs can be incorporated into the project quote.	In specifically identified projects where code or project requirements demand low-voltage code compliance, ensures that costs can be incorporated into the project quote.	It is assumed the Ad Bid Date for all projects during the life of the contract would use the contract Ad Bid Date rather than each project Ad Bid Date.
<p>NOTE: Minimum service increments for services billed on a Time and Materials basis are as follows:</p> <ul style="list-style-type: none"> - Remote Assistance Service Appointment: 30 Minute Minimum - Onsite Service Appointment: 4 Hour Minimum <p>Travel charges and expenses to the City of Long Beach location for all onsite work requested by the City of Long Beach will be charged at the rates above. These charges will be invoiced in addition to any onsite service appointment minimums for Time and Materials work.</p>									

EXHIBIT “C”

City’s Representative:

John Black, Wireless Officer

(562) 570-4807

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee:

Jermaine Bryant, Account Executive

(310) 436-1022

jbryant@vectorusa.com