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

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

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

E. Contractor must adopt reasonable methods during the life of

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 May 10, 2022, and shall terminate at 11:59 p.m. on May 10, 2024, unless sooner
11 terminated as provided in this Agreement, or unless the services or the Project is
12 completed sooner, with the option to renew for three additional one-year periods, at the
13 discretion of the City Manager.

14 3. COORDINATION AND ORGANIZATION.

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

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

28 4. INDEPENDENT CONTRACTOR. In performing its services,

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

12 5. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 18. INDEMNITY.

24 A. Contractor shall indemnify, protect and hold harmless City, its
25 Boards, Commissions, and their officials, employees and agents ("Indemnified
26 Parties"), from and against any and all liability, claims, demands, damage, loss,
27 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
28 costs and expenses, including attorneys' fees, court costs, expert and witness fees,

1 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
2 in part, out of or in connection with (1) Contractor's breach or failure to comply with
3 any of its obligations contained in this Agreement, including all applicable federal
4 and state labor requirements including, without limitation, the requirements of
5 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
6 omissions or misrepresentations committed by Contractor, its officers, employees,
7 agents, subcontractors, or anyone under Contractor's control, in the performance of
8 work or services under this Agreement (collectively "Claims" or individually "Claim").

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

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

23 D. The provisions of this Section shall survive the expiration or
24 termination of this Agreement.

25 19. FORCE MAJEURE. If any party fails to perform its obligations
26 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
27 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
28 governmental regulations, governmental controls, judicial orders, enemy or hostile

1 governmental action, pandemic, civil commotion, fire or other casualty, or other causes
2 beyond the reasonable control of the party obligated to perform, then that party's
3 performance will be excused for a period equal to the period of such cause for failure to
4 perform.

5 20. AMBIGUITY. In the event of any conflict or ambiguity between this
6 Agreement and any Exhibit, the provisions of this Agreement shall govern.

7 21. NONDISCRIMINATION.

8 A. In connection with performance of this Agreement and subject
9 to applicable rules and regulations, Contractor shall not discriminate against any
10 employee or applicant for employment because of race, religion, national origin,
11 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
12 disability. Contractor shall ensure that applicants are employed, and that employees
13 are treated during their employment, without regard to these bases. These actions
14 shall include, but not be limited to, the following: employment, upgrading, demotion
15 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
16 or other forms of compensation; and selection for training, including apprenticeship.

17 22. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
18 accordance with the provisions of the Ordinance, this Agreement is subject to the
19 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
20 Long Beach Municipal Code, as amended from time to time.

21 A. During the performance of this Agreement, the Contractor
22 certifies and represents that the Contractor will comply with the EBO. The
23 Contractor agrees to post the following statement in conspicuous places at its place
24 of business available to employees and applicants for employment:

25 "During the performance of a contract with the City of Long Beach, the
26 Contractor will provide equal benefits to employees with spouses and its
27 employees with domestic partners. Additional information about the City of
28

1 Long Beach's Equal Benefits Ordinance may be obtained from the City of
2 Long Beach Business Services Division at 562-570-6200."

3 B. The failure of the Contractor to comply with the EBO will be
4 deemed to be a material breach of the Agreement by the City.

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

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

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

17 23. NOTICES. Any notice or approval required by this Agreement shall
18 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
19 postage prepaid, addressed to Contractor at the address first stated above, and to City at
20 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
21 to the City Clerk at the same address. Notice of change of address shall be given in the
22 same manner as stated for other notices. Notice shall be deemed given on the date
23 deposited in the mail or on the date personal delivery is made, whichever occurs first.

24 24. COPYRIGHTS AND PATENT RIGHTS.

25 A. Contractor shall place the following copyright protection on all
26 Data: © City of Long Beach, California ____, inserting the appropriate year.

27 B. City reserves the exclusive right to seek and obtain a patent or
28 copyright registration on any Data or other result arising from Contractor's

1 performance of this Agreement. By executing this Agreement, Contractor assigns
2 any ownership interest Contractor may have in the Data to the City.

3 C. Contractor warrants that the Data does not violate or infringe
4 any patent, copyright, trade secret or other proprietary right of any other party.
5 Contractor agrees to and shall protect, defend, indemnify and hold City, its officials
6 and employees harmless from any and all claims, demands, damages, loss, liability,
7 causes of action, costs or expenses (including reasonable attorneys' fees) whether
8 or not reduced to judgment, arising from any breach or alleged breach of this
9 warranty.

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

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

23 27. CONTINUATION. Termination or expiration of this Agreement shall
24 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled
25 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and
26 "Audit" 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
Lana 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.

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

BUBBLE TECHNOLOGY INDUSTRIES, INC. an Ontario corporation

September 21, 2022

By [Signature]
Name LIANNE ING
Title VICE PRESIDENT

September 21, 2022

By [Signature]
Name HARRY ING
Title PRESIDENT

"Contractor"

CITY OF LONG BEACH, a municipal corporation

October 4, 2022

By [Signature]
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on SEPTEMBER 29, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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

ACKNOWLEDGEMENT

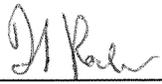
Province of Ontario
County of Renfrew

On 09/21/2022 before me, Thomas Earl Roche
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)
Thomas Earl Roche

THOMAS EARL ROCHE
Notary Public in and for
Province of Ontario

EXHIBIT “A-1”

Request for Proposal



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

City of Long Beach

Request for Proposals Number FD21-060

For

Fire Boat CBRN Detection and Telemetry Equipment

Release Date:	06/17/2021
Mandatory Pre-Proposal Meeting:	07/06/2021
Questions Due to the City:	07/09/2021
Posting of the Q & A:	07/16/2021
Due Date:	07/26/2021

City Contact: *James Vazquez* *Buyer* *562-570-5384*

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 _____



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

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ATTACHMENTS

- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP**
- B PRO-FORMA AGREEMENT**
- C STATEMENT OF NON-COLLUSION**
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION**
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION AND VENDOR APPLICATION FORM**
- F SECRETARY OF STATE REGISTRATION PRINTOUT**
- G INSURANCE REQUIREMENTS**
- H EQUAL BENEFITS ORDINANCE (EBO)**
- I REFERENCE INFORMATION FORM**



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Purchasing Division
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Long Beach, CA 90802

1. OVERVIEW OF PROJECT

The City of Long Beach (CITY), Long Beach Fire Department (LBFD) is seeking proposals (Proposals) from qualified firms to furnish, deliver, and install fully functioning Chemical, Biological, Radiological, Nuclear (CBRN) detection, and telemetry system for two water vessels; Fire Boat(FB)15 Vigilance and Fire Boat(FB)20 Protector. The proposal shall include the design, equipment, installation, integration, testing, operations, professional services.

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2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

Awarded Contractor	The organization/individual that is 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	Organization/individual submitting a proposal in response to this RFP.
Department / Division	City of Long Beach, Fire Department, Fire Prevention Bureau, Support Services Bureau, Operations Bureau, Administration Bureau.
LBFD	Long Beach Fire Department
FB	Fire Boat
Firm	See "Respondent"
HAZMAT	Hazardous Materials
CBRN	Chemical, Biological, Radiological, and Nuclear
WPA2	Wi-Fi Protected Access
COTS	Commercial off-the-shelf
CAP	Common Alerting Protocol
SME	Subject Matter Expert
Respondent	Organization/individual submitting a response to this RFP.
RFP	Request for Proposals.
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.



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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.
Telemetry	The process of recording and transmitting the readings of an instrument.
Citadel	Area maintained at a positive pressure with continually filtered air creating a contaminant-free environment.
CWA	Chemical Warfare Agent
TIC	Toxic Industrial Chemical
Tier 1	Agents that presents the greatest risk of deliberate misuse with most significant potential for mass casualties or devastating effects to the economy, critical infrastructure, or public confidence.
Col Pro	Collective Protection
HM FRO	Hazardous Materials First Responder Operational



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3. **SCOPE OF PROJECT**

3.1 Proposed equipment shall include, but is not limited to the following:

- The proposed equipment shall include hazardous materials, chemical, biological, radiological, nuclear, (CBRN) detection and telemetry system for FB15 Vigilance and FB20 Protector operated by the LBFD.
- The system shall include a wide range of CWA/TIC detection and identification, Tier-1 biological agent detection, radioisotope identification, radiation detection, neutron detection, and multi-gas detection.
- The equipment shall be mounted to the exterior of the fire boats and be designed to operate in very harsh conditions, allowing LBFD personnel to respond to operations from within the uncontaminated environment of our Citadel.
- The equipment shall provide real-time intelligence by detection, data collection and air sampling from a potential CBRN environment. The system shall securely send data to the HM FRO, LBFD personnel.

3.2 Third Party Assessment

- This RFP includes the mandate for Third Party Assessments to be based on the intent and physical specifications noted. This is an objective process by an agency that is qualified to report on technical performance and systems interfaces with the Fire Boats and other HazMat detection equipment owned by LBFD.
- The awarded vendor shall be responsible for hiring a Third-Party assessment company and to be included in the cost of the proposal. The City of Long Beach and Long Beach Fire Department shall not have any direct and/or separate financial obligations to the third-party agent.
- The vendor your company will be using for this verification and assessment, the third-party agent you are required to submit the Company Name and background along with 5 references with government agencies. Failure to do so may disqualify your proposal. See section 9.2 of the RFP for additional information.



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4. **SUBMITTAL INSTRUCTIONS**

4.1 For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov by 11AM (Pacific Time) on July 9, 2021. 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)**

<i>TASK</i>	<i>DATE/TIME</i>
Mandatory pre-proposal meeting/site walk	July 06, 2021 at 9:00AM
Deadline for submitting questions by Time	July 9, 2021 by 11:00AM
Answers to all questions submitted available	July 16, 2021 by 4:00pm
Deadline for submission of proposals	July 26, 2021 by 11:00AM (PT)
Evaluation period	07/26/21 – 08-10/21
Selection of Contractor	On or mid-August

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 Pre-Proposal Meeting**

A mandatory pre-proposal meeting is scheduled for July 6 at 9:00AM (PT) at **Fire Station 20, 401 Pier D St, Long Beach CA, 90802**. 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, as limited copies will be available.

Public Parking is available at 401 Pier D, Fire Station 20.



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RSVPs are not required, but 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 11:00AM (PT) on **Monday July 26, 2021**. Proposals that do not arrive by the specified date and time **WILL NOT BE ACCEPTED**. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will **NOT** be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.



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



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5. PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
- 5.1.1 Demonstrated competence;
 - 5.1.2 Experience in performance of comparable engagements;
 - 5.1.3 Expertise and availability of key personnel;
 - 5.1.4 Financial stability;
 - 5.1.5 Conformance with the terms of this RFP; and
 - 5.1.6 Reasonableness of cost.
- 5.2 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 Selected 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.

6. PROTEST PROCEDURES

6.1 Who May Protest

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

6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a



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protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

6.3 Form of Protest

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

6.4 City Response to Protest

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

6.5 Limitation of Remedy

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



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7. PROJECT SPECIFICATIONS

7.2 Chemical Warfare Agent (CWA) & Toxic Industrial Chemical (TIC) Detection

- The adopted system shall look for the presence of phosphorus, hydrogen/nitrogen, arsenic, sulfur, and hydrocarbons.
- The system shall detect, at a minimum, the parts per billion (ppb) level and identify the following CWA's:
 - Tabun(GA), Sarin(GB), Soman(GD), Cyclosarin(GF), VX, Mustard(H, HN, HL) & Hydrogen Cyanide(AC) and the following Toxic Industrial Chemicals (TICs) as a minimum: Chlorine(Cl₂), Sulfur Dioxide(SO₂), & Toulene(TDI).
- The system shall be unaffected by humidity, heat, or the presence of salt water.
- Meter data shall be represented as direct numeric readings or as applicable, in a graphic chart that displays readings over time.

7.3 Biological_Detection (Optional)

- This system shall look for the presence of phosphorus, hydrogen/nitrogen, arsenic, sulfur, and hydrocarbons.
- Meter data will be represented as direct numeric readings or as applicable, in a graphic chart that displays readings over time.

7.4 Radio-isotope / Radiation / Neutron Detection

- The system shall provide gamma counting, gamma spectroscopy, and neutron counting. Isotope identification, source categorization, and directional localization.
- Unaffected by humidity, heat, or the presence of salt water.
- Meter data will be represented as direct numeric readings or as applicable, in a graphic chart that displays readings over time. Software will display graphic representations of radiological spectrum suitable for analysis.



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7.5 Multi-gas Detection

- 7.5.1 This system shall be an intelligent multi-gas monitoring instrument for the measurement of 1, 2, 3, 4 or 5 gases simultaneously, shown below on section 7.5.2.
- 7.5.2 This system shall include sensors for the following: carbon monoxide (CO), oxygen (O₂), hydrogen sulfide (H₂S), catalytic sensor for explosive vapors (LEL) and additional hydrogen cyanide (HCN) sensor.
- 7.5.3 This system should be able to be modified or expanded as desired, based on the results of a risk-based Threat and Vulnerability Protection Assessment (TVPA) and/or on your specific program requirements.
- 7.5.4 Meter data will be represented as direct numeric readings or as applicable, in a graphic chart that displays readings over time.

7.6 Telemetry Instruments

The system shall securely send data via a secured, minimum of 128-bit encrypted wireless signal to a supplied laptop and/or where applicable, hard wired to data telemetry panel or where applicable, integrated into current telemetry system.

No sensitive or secure data or information including without limitation, Meter readings, personnel, or equipment locations, or any alert or other message traffic whatsoever is shared by the System with any third-party. All subsystems and appliances are protected by means of a configurable administration account including user identification and password.

All 802.11 b/g/n transmission system is at a minimum be 802.11i compliant and support WPA2 AES 128bit encryption.

Unaffected by humidity, heat, or the presence of salt water.

8. WARRANTY/MAINTENANCE AND SERVICE

- Systems shall include a minimum of a (1) one-year warranty, and have the option to Include options for extended warranties and servicing contracts.
 - Optional: An extended warranty providing shall cover a minimum of 3 to 5 years of coverage. The warranty shall cover defects in materials and workmanship arising under normal wear and tear and when used in accordance with product documentation.



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- The award firm shall repair or replace any defective components or systems and the repaired or replaced system will continue to be warranted for the remaining time of the original warranty period.
- Pricing provided for comprehensive, 5-year service contracts. These service contracts cover parts and labor to repair/maintain operation under normal wear and tear. In addition, if an issue cannot be resolved remotely, the firm will travel to the customer site for diagnosis/repair.

9. COMPANY BACKGROUND AND REFERENCES

9.1 Primary Contractor Information

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

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

9.1.1 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;



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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.
- 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.



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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

- Pricing shall include furnish, deliver, and install one (1) fully functioning Chemical, Biological, Radiological, and Nuclear (CBRN) detection, and telemetry system for each Fire Boat.
 - Fire Boat 15 Vigilance total cost and Fire Boat 20 Protector total cost shall be itemized separately.
- Purchase of system for FB15 Vigilance.
- The second system to be purchased for FB20 is dependent upon grant award to LBFD.
- Per section 3.2, Third-Party assessment is to be included in the pricing.
- Proposers shall be ready to provide additional details on the cost for extended Warranty options. (see section 8) Such warranty options must include the years of service offered and pricing.

11. BONDS

11.1 Faithful Performance Bond

The successful proposer shall submit a Faithful Performance Bond for 100 percent of cost of bid. Successful bidder shall only be required to submit bond if award is made and notice is given from the City. The cost of the bond shall be included in the bid, and in the successful bidder's invoice. The bond will be issued to the City Long Beach, Purchasing Division, Long Beach City Hall, 411 West Ocean Blvd., 6th Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City.



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A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in Section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

11.2 Labor and Materials Bond

The Contractor shall submit a Labor and Materials Bond to the City Purchasing Agent, Long Beach City Hall, 411 West Ocean Blvd., Lobby Level, Long Beach, California 90802, if the total bid amount is more than \$25,000.00. The amount of the bond shall be (Contractor shall complete) \$ _____ (which is 100 percent of the Contract amount) and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above).

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

11.3 Notarial Acknowledgments Required with Bonds

Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgements. A Notarial Acknowledgement shall accompany each signature of each Principal and a Notarial Acknowledgement shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgements, whether the company is located inside or outside the State of California.

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 Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) 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



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which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

- 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



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California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

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



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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.

- 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.



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13. TERMS, CONDITIONS AND EXCEPTIONS

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



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- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has



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been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.



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- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

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

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

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

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

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



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

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



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Attachment B

PRO-FORMA AGREEMENT

A different pro-forma agreement may be issued upon award.

The attached Pro-Forma is for informational purposes only.

1 this Agreement. For the purposes of this Section, a fiscal year commences on
2 October 1 of the year and continues through September 30 of the following year. In
3 the event that the City Council of the City fails to appropriate the necessary funds
4 for any fiscal year, then, and in that event, the Agreement will terminate at no
5 additional cost or obligation to the City.

6 C. Consultant may select the time and place of performance for
7 these services; provided, however, that access to City documents, records and the
8 like, if needed by Consultant, shall be available only during City's normal business
9 hours and provided that milestones for performance, if any, are met.

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

24 E. Consultant represents that Consultant has obtained all
25 necessary information on conditions and circumstances that may affect its
26 performance and has conducted site visits, if necessary.

27 F. CAUTION: Consultant shall not begin work until this
28 Agreement has been signed by both parties and until Consultant's evidence of

1 insurance has been delivered to and approved by City.

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

6 3. COORDINATION AND ORGANIZATION.

7 A. Consultant shall coordinate its performance with City's
8 representative, if any, named in Exhibit "C", attached to this Agreement and
9 incorporated by this reference. Consultant shall advise and inform City's
10 representative of the work in progress on the Project in sufficient detail so as to
11 assist City's representative in making presentations and in holding meetings on the
12 Project. City shall furnish to Consultant information or materials, if any, described
13 in Exhibit "D", attached to this Agreement and incorporated by this reference, and
14 shall perform any other tasks described in the Exhibit.

15 B. The parties acknowledge that a substantial inducement to City
16 for entering this Agreement was and is the reputation and skill of Consultant's key
17 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
18 reference. City shall have the right to approve any person proposed by Consultant
19 to replace that key employee.

20 4. INDEPENDENT CONTRACTOR. In performing its services,
21 Consultant is and shall act as an independent contractor and not an employee,
22 representative or agent of City. Consultant shall have control of Consultant's work and the
23 manner in which it is performed. Consultant shall be free to contract for similar services to
24 be performed for others during this Agreement; provided, however, that Consultant acts in
25 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
26 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;
27 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
28 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of

1 the usual and customary rights, benefits or privileges of City employees. Consultant
2 expressly warrants that neither Consultant nor any of Consultant's employees or agents
3 shall represent themselves to be employees or agents of City.

4 5. INSURANCE.

5 A. As a condition precedent to the effectiveness of this
6 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
7 duration of this Agreement, from insurance companies that are admitted to write
8 insurance in California and have ratings of or equivalent to A:V by A.M. Best
9 Company or from authorized non-admitted insurance companies subject to Section
10 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
11 by A.M. Best Company, the following insurance:

12 i. Commercial general liability insurance (equivalent in
13 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
14 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
15 This coverage shall include but not be limited to broad form contractual
16 liability, cross liability, independent contractors liability, and products and
17 completed operations liability. City, its boards and commissions, and their
18 officials, employees and agents shall be named as additional insureds by
19 endorsement (on City's endorsement form or on an endorsement equivalent
20 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
21 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),
22 and this insurance shall contain no special limitations on the scope of
23 protection given to City, its boards and commissions, and their officials,
24 employees and agents. This policy shall be endorsed to state that the insurer
25 waives its right of subrogation against City, its boards and commissions, and
26 their officials, employees and agents.

27 ii. Workers' Compensation insurance as required by the
28 California Labor Code and employer's liability insurance in an amount not

1 less than \$1,000,000. This policy shall be endorsed to state that the insurer
2 waives its right of subrogation against City, its boards and commissions, and
3 their officials, employees and agents.

4 iii. Professional liability or errors and omissions insurance
5 in an amount not less than \$1,000,000 per claim.

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

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

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

22 D. If this coverage is written on a "claims made" basis, it must
23 provide for an extended reporting period of not less than one hundred eighty (180)
24 days, commencing on the date this Agreement expires or is terminated, unless
25 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,
26 continuing coverage for a period of not less than three (3) years, commencing on
27 the date this Agreement expires or is terminated.

28 E. Consultant shall require that all subconsultants or contractors

1 that Consultant uses in the performance of these services maintain insurance in
2 compliance with this Section unless otherwise agreed in writing by City's Risk
3 Manager or designee.

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

13 G. Any modification or waiver of these insurance requirements
14 shall only be made with the approval of City's Risk Manager or designee. Not more
15 frequently than once a year, City's Risk Manager or designee may require that
16 Consultant, Consultant's subconsultants and contractors change the amount, scope
17 or types of coverages required in this Section if, in his or her sole opinion, the
18 amount, scope or types of coverages are not adequate.

19 H. The procuring or existence of insurance shall not be construed
20 or deemed as a limitation on liability relating to Consultant's performance or as full
21 performance of or compliance with the indemnification provisions of this Agreement.

22 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
23 contemplates the personal services of Consultant and Consultant's employees, and the
24 parties acknowledge that a substantial inducement to City for entering this Agreement was
25 and is the professional reputation and competence of Consultant and Consultant's
26 employees. Consultant shall not assign its rights or delegate its duties under this
27 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
28 of City, except that Consultant may with the prior approval of the City Manager of City,

1 assign any moneys due or to become due Consultant under this Agreement. Any
2 attempted assignment or delegation shall be void, and any assignee or delegate shall
3 acquire no right or interest by reason of an attempted assignment or delegation.
4 Furthermore, Consultant shall not subcontract any portion of its performance without the
5 prior approval of the City Manager or designee, or substitute an approved subconsultant
6 or contractor without approval prior to the substitution. Nothing stated in this Section shall
7 prevent Consultant from employing as many employees as Consultant deems necessary
8 for performance of this Agreement.

9 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
10 certifies that, at the time Consultant executes this Agreement and for its duration,
11 Consultant does not and will not perform services for any other client which would create
12 a conflict, whether monetary or otherwise, as between the interests of City and the interests
13 of that other client. Consultant further certifies that Consultant does not now have and shall
14 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
15 other source of income, interest in real property or investment which would be affected in
16 any manner or degree by the performance of Consultant's services hereunder. And,
17 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
18 and contractors.

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

23 9. OWNERSHIP OF DATA. All materials, information and data
24 prepared, developed or assembled by Consultant or furnished to Consultant in connection
25 with this Agreement, including but not limited to documents, estimates, calculations,
26 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
27 models, reports, summaries, drawings, designs, notes, plans, information, material and
28 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,

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

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

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

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

1 disclosed pursuant to subpoena or court order.

2 13. ADDITIONAL COSTS AND REDESIGN.

3 A. Any costs incurred by City due to Consultant's failure to meet
4 the standards required by the scope of work or Consultant's failure to perform fully
5 the tasks described in the scope of work which, in either case, causes City to request
6 that Consultant perform again all or part of the Scope of Work shall be at the sole
7 cost of Consultant and City shall not pay any additional compensation to Consultant
8 for its re-performance.

9 B. If the Project involves construction and the scope of work
10 requires Consultant to prepare plans and specifications with an estimate of the cost
11 of construction, then Consultant may be required to modify the plans and
12 specifications, any construction documents relating to the plans and specifications,
13 and Consultant's estimate, at no cost to City, when the lowest bid for construction
14 received by City exceeds by more than ten percent (10%) Consultant's estimate.
15 This modification shall be submitted in a timely fashion to allow City to receive new
16 bids within four (4) months after the date on which the original plans and
17 specifications were submitted by Consultant.

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

21 15. LAW. This Agreement shall be construed in accordance with the laws
22 of the State of California, and the venue for any legal actions brought by any party with
23 respect to this Agreement shall be the County of Los Angeles, State of California for state
24 actions and the Central District of California for any federal actions. Consultant shall cause
25 all work performed in connection with construction of the Project to be performed in
26 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
27 county or municipal governments or agencies (including, without limitation, all applicable
28 federal and state labor standards, including the prevailing wage provisions of sections 1770

1 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
2 marshal, health officer, building inspector, or other officer of every governmental agency
3 now having or hereafter acquiring jurisdiction.

4 16. PREVAILING WAGES.

5 A. Consultant agrees that all public work (as defined in California
6 Labor Code section 1720) performed pursuant to this Agreement (the "Public
7 Work"), if any, shall comply with the requirements of California Labor Code sections
8 1770 *et seq.* City makes no representation or statement that the Project, or any
9 portion thereof, is or is not a "public work" as defined in California Labor Code
10 section 1720.

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

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

25 18. INDEMNITY.

26 A. Consultant shall indemnify, protect and hold harmless City, its
27 Boards, Commissions, and their officials, employees and agents ("Indemnified
28 Parties"), from and against any and all liability, claims, demands, damage, loss,

1 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
2 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
3 in connection with (1) Consultant's breach or failure to comply with any of its
4 obligations contained in this Agreement, including any obligations arising from the
5 Project's compliance with or failure to comply with applicable laws, including all
6 applicable federal and state labor requirements including, without limitation, the
7 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
8 acts, errors, omissions or misrepresentations committed by Consultant, its officers,
9 employees, agents, subcontractors, or anyone under Consultant's control, in the
10 performance of work or services under this Agreement (collectively "Claims" or
11 individually "Claim").

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

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

26 D. The provisions of this Section shall survive the expiration or
27 termination of this Agreement.

28 19. AMBIGUITY. In the event of any conflict or ambiguity between this

1 Agreement and any Exhibit, the provisions of this Agreement shall govern.

2 20. NONDISCRIMINATION.

3 A. In connection with performance of this Agreement and subject
4 to applicable rules and regulations, Consultant shall not discriminate against any
5 employee or applicant for employment because of race, religion, national origin,
6 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
7 disability. Consultant shall ensure that applicants are employed, and that
8 employees are treated during their employment, without regard to these bases.
9 These actions shall include, but not be limited to, the following: employment,
10 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
11 termination; rates of pay or other forms of compensation; and selection for training,
12 including apprenticeship.

13 B. It is the policy of City to encourage the participation of
14 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
15 procurement process, and Consultant agrees to use its best efforts to carry out this
16 policy in its use of subconsultants and contractors to the fullest extent consistent
17 with the efficient performance of this Agreement. Consultant may rely on written
18 representations by subconsultants and contractors regarding their status.
19 Consultant shall report to City in May and in December or, in the case of short-term
20 agreements, prior to invoicing for final payment, the names of all subconsultants
21 and contractors hired by Consultant for this Project and information on whether or
22 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
23 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

24 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
25 accordance with the provisions of the Ordinance, this Agreement is subject to the
26 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
27 Long Beach Municipal Code, as amended from time to time.

28 A. During the performance of this Agreement, the Consultant

1 certifies and represents that the Consultant will comply with the EBO. The
2 Consultant agrees to post the following statement in conspicuous places at its place
3 of business available to employees and applicants for employment:

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

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

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

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

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

23 22. NOTICES. Any notice or approval required by this Agreement shall
24 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
25 postage prepaid, addressed to Consultant at the address first stated above, and to City at
26 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
27 to the City Engineer at the same address. Notice of change of address shall be given in
28 the same manner as stated for other notices. Notice shall be deemed given on the date

1 deposited in the mail or on the date personal delivery is made, whichever occurs first.

2 23. COPYRIGHTS AND PATENT RIGHTS.

3 A. Consultant shall place the following copyright protection on all
4 Data: © City of Long Beach, California _____, inserting the appropriate year.

5 B. City reserves the exclusive right to seek and obtain a patent or
6 copyright registration on any Data or other result arising from Consultant's
7 performance of this Agreement. By executing this Agreement, Consultant assigns
8 any ownership interest Consultant may have in the Data to City.

9 C. Consultant warrants that the Data does not violate or infringe
10 any patent, copyright, trade secret or other proprietary right of any other party.
11 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
12 and employees harmless from any and all claims, demands, damages, loss, liability,
13 causes of action, costs or expenses (including reasonable attorney's fees) whether
14 or not reduced to judgment, arising from any breach or alleged breach of this
15 warranty.

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

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

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

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Name _____
Title _____

“Consultant”

CITY OF LONG BEACH, a municipal
corporation

_____, 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.)
 6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (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.

Social security number

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or

Employer identification number

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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.

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/fw9.

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 1088 (home mortgage interest), 1088-E (student loan interest), 1088-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):	required (this number is a fed tax ID: <input type="radio"/> SSN: <input type="radio"/> leave blank if not applicable				
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:					



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 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 shows "Business Search - Bu...". The website header includes the California Secretary of State Alex Padilla's name and the motto "All people Liberty Speech without discrimination". The navigation menu includes "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:

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofits 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](#).

ATTACHMENT G

INSURANCE REQUIREMENTS



City of Long Beach
Purchasing Division
411 w. Ocean Blvd 6th Floor
Long Beach, CA 90802

INSURANCE REQUIREMENTS

INSURANCE. As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
 - Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of V (Capital Surplus and Conditional Surplus Funds of greater than \$10 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
- Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach and its Boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 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 Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. Such insurance shall not exclude XCU (explosion, underground, and collapse) perils, sudden and accidental pollution and cleanup liability, or mobile equipment.
- Workers' compensation coverage as required by the Labor Code of the State of California, endorsed, as applicable, to include United States Longshoremen and Harbor Workers' Compensation Act coverage and Jones' Act coverage, and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the Contractor's and its insurer's right of subrogation against the **City of Long Beach and its Boards, officials, employees, and agents**.
- Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000) combined single limit (CSL) covering Symbol 1 ("any auto").
- Excess liability insurance on a following form basis insurance in excess of the coverage provided by (a), including additional insured coverage for (a) only, in an amount not less than Four Million Dollars (\$4,000,000) per claim and in aggregate.



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- If Contract involves use of watercraft, Watercraft Liability Insurance as follows:
 - The Contractor shall procure and maintain during the term of this Contract, at its own expense, watercraft liability coverage with either Marine Liability, Protection & Indemnity Coverage, or the Boats Endorsement 24 12 11 85, or comparable endorsement, on the General Liability Coverage:
- Limit of Insurance: \$1,000,000 Per Occurrence/Annual Aggregate Policy shall be endorsed with a Waiver of Subrogation Endorsement and an Additional Insured Endorsement naming the **City of Long Beach and its Boards, officials, employees, and agents** as additional insureds.
- If Contract involves rigging,, Riggers Liability Insurance as follows:
 - Riggers Liability Insurance, either by separate policy or endorsement on the General Liability Policy. With a Rigger's Liability Limit of at least \$2,000,000 Per Occurrence
- Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect **City of Long Beach, its Boards, and their officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after twenty (20) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.
- *Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.*
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
 - Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and



City of Long Beach
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Long Beach, CA 90802

endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf.

- Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
- "Claims-made" policies are not acceptable unless City 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 (3) years.
- City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this agreement.
- Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

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

ATTACHMENT H

EQUAL BENEFITS ORDINANCE (EBO) FORM

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

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

Compliance with the EBO

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

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____

**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. _____

ATTACHMENT I
REFERENCE LIST



City of Long Beach
Purchasing Division
411 W Ocean Blvd/6th Floor
Long Beach CA 90802

Reference Information Form

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____



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

City of Long Beach
Request for Proposals Number FD21-060

For

Fire Boat CBRN Detection and Telemetry Equipment

Release Date:	06/17/2021
Mandatory Pre-Proposal Meeting:	07/06/2021
Questions Due to the City:	07/09/2021
Posting of the Q & A:	07/16/2021
Due Date:	07/26/2021

City Contact: *James Vazquez* *Buyer* *562-570-5384*

See Section 4 for instructions on submitting proposals.

Company Name Bubble Technology Industries Inc. Contact Person Scott Beauchamp
 Address 31278 Highway 17 City Chalk River State Ontario, Canada Zip K0J 1J0
 Telephone (613) 589-2456 Fax (613) 589-2763 Federal Tax ID No. [REDACTED]
 E-mail: sales@bubbletech.ca

Prices contained in this proposal are subject to acceptance within 180 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 20-July- 2021

Signed [Signature]

Print Name & Title Harry Ing, President and CEO

Rev 2016 0919

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 20 - July - 2021 before me, Thomas E. Roche, Notary Public
(insert name and title of the officer)

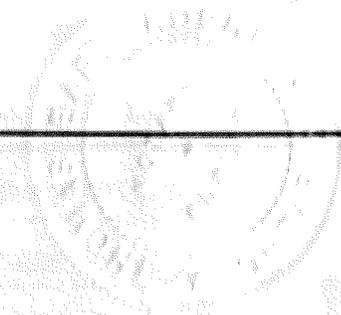
personally appeared Harry Ing, President of Bubble Technology Industries Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),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

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

WITNESS my hand and official seal.

Signature  (Seal)

THOMAS EARL ROCHE
Notary Public in and for
Province of Ontario



July 25, 2021

City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802
Attn: James Vazquez, Buyer
Tel: 562-570-5384

Dear Mr. Vazquez:

Re: Technical/Narrative Response to RFP No. 21-060 for Fire Boat CBRN Detection & Telemetry Equipment

Bubble Technology Industries Inc. (BTI) is pleased to provide this technical/narrative proposal in response to Request for Proposal (RFP) No. 21-060 for Fire Boat CBRN Detection & Telemetry Equipment for the Long Beach Fire Department (LBFD). As required by the RFP, the corresponding cost proposal is provided as a separate document. **BTI attended the mandatory pre-proposal meeting on July 6, 2021.**

This technical/narrative proposal addresses the following sections, per the RFP instructions:

- Section 3: Scope of Project;
- Section 7: Project Specifications;
- Section 8: Warranty/Maintenance and Service;
- Section 9: Company Background and References.

In addition, we have included the following attachments:

- Appendix A: Technical Data Sheets for FlexSpec X5400 and X8400;
- Appendix B: Resumes for Key Staff;
- Appendix C: Company Financial Statements;
- RFP Attachment A: Certification of Compliance with Terms and Conditions of RFP;
- *[RFP Attachment B: Pro-Forma Agreement not required with proposal];*
- RFP Attachment C: Statement of Non-Collusion;
- RFP Attachment D: Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification;
- RFP Attachment E: W9 Form Exemption (W8-BEN-E);
- *[RFP Attachment F: Secretary of State Registration will be provided if selected for award];*
- RFP Attachment G: Insurance Requirements;
- RFP Attachment H: Equal Benefits Ordinance (EBO) Forms;
- RFP Attachment I: Reference List;
- RFP Addendum 1 & 1A: Acknowledgement.

SECTION 3: SCOPE OF PROJECT

3.1 Proposed Equipment

LBFD is seeking CBRN and telemetry equipment for FB15 Vigilance and FB20 Protector. In Addendum #1 (Q&A), the City indicated that it would be open to a multiphase project approach. BTI specializes in the development and manufacture of advanced radiation/nuclear (RN) detection systems, used by premier first-responder agencies across North America. **This proposal addresses the RN requirements desired by LBFD with a best-in-class solution that meets the telemetry requirements and that is readily integrable with chemical/biological/multi-gas detection instruments offered by other providers. Technical specifications for the proposed FlexSpec radiation detection equipment are provided in Section 7.**

From an operational standpoint, we believe that LBFD would be well-served by considering the incorporation of FlexSpec radiation detection systems to provide highly effective, intuitive, and field-proven RN detection capabilities on its fireboats. FlexSpec equipment has been selected and deployed by relevant law enforcement and hazmat teams, including the Long Beach Police Department, San Diego Harbor Police, California Highway Patrol, the US Department of Homeland Security's (DHS) Mobile Detection Deployment Units (MDDUs), Washington DC Metropolitan Police Harbor Patrol, Florida Fish and Wildlife, and the Alexandria Fire Department (Marine Operations). In addition, FlexSpec systems have been selected for use in the large-scale DHS Securing The Cities (STC) programs, with mobile, maritime and airborne systems deployed by 13 agencies in the Texas STC program and 10 agencies in the National Capital Region STC program.

This proposal offers two different models of FlexSpec detection systems for LBFD's consideration: 1) the FlexSpec X5400 is a portable detector module that can be mounted on a vessel and easily dismounted for use as a portable/backpack-worn system for on-board searches; 2) the FlexSpec X8400 is a modular system that offers larger detectors for increased standoff detection distances with a system architecture that can accommodate up to 14 detector modules. The cost proposal provides pricing for the X5400, as well as for the X8400 with 2 detector modules and 4 detector modules.

3.2 Third Party Assessment

In Addendum #1, Question 2, the City indicated that firms will be permitted to use internal personnel to conduct the suitability assessment. BTI's internal personnel have NATO Secret clearances and the appropriate technical expertise to conduct this assessment. This includes PhD-level scientists who serve on relevant ANSI standards committees (ANSI N42.32, ANSI N42.34, ANSI N42.35, ANSI N42.42, ANSI N42.43, ANSI N42.48, and ANSI N42.53) tasked with writing and updating the performance standards for radiation detection systems and data protocols for telemetry used in homeland security applications.

It is also worth noting that the first generation FlexSpec Mobile system was evaluated against multiple commercial mobile systems by the DHS National Urban Security Technology Laboratory (NUSTL) through the System Assessment and Validation for Emergency Responders (SAVER) program and was ranked #1, receiving an outstanding evaluation for both performance and usability by first responders. The current generation of FlexSpec systems provide enhanced features and increased modularity for even more versatile deployment configurations.

SECTION 7: PROJECT SPECIFICATIONS

7.4 Radio-isotope/Radiation/Neutron Detection

Table 1 below summarizes the RFP requirements for RN detection. The proposed FlexSpec equipment meets all of these requirements. Technical details describing how the FlexSpec system meets these requirements are provided below. The technical data sheets for the FlexSpec X5400 and X8400 systems are provided in Appendix A.

Table 1: Compliance with RN Requirements	
Requirement	Proposal Meets?
The system shall provide gamma counting, gamma spectroscopy, and neutron counting. Isotope identification, source categorization, and directional localization.	Yes
Unaffected by humidity, heat, or the presence of salt water.	Yes
Meter data will be represented as direct numeric readings or as applicable, in a graphic chart that displays readings over time. Software will display graphic representations of radiological spectrum suitable for analysis.	Yes

BTI's FlexSpec product line is based on a standard set of hardware "building blocks", which provide the customer with unprecedented flexibility in selecting the type, size, and configuration of radiation detectors. FlexSpec products include a range of backpack/portable systems, re-locatable and mobile systems for land, maritime, and airborne applications, and fixed location detection systems. By adopting the FlexSpec product line for multiple applications, the customer can reduce life cycle costs through efficiencies gained in service support, purchase of spare parts, and training costs.

The **FlexSpec X5400 Portable Detection Module (PDM)** is a mature, commercial product. The PDM forms the basis for BTI's FlexSpec Backpack product, in which the PDM is placed in a backpack bag and connected wirelessly to a smartphone or tablet user interface. The PDM can be removed from the backpack bag and used for a wide range of standalone applications in land, airborne, and maritime venues. The X5400 PDM is proposed as one of the options for LBFD's mission.

The X5400 PDM (**Figure 1**) is based on two large sodium iodide (NaI) gamma detectors, each 2" diameter x 4" long, with integrated photomultiplier tubes (PMTs). Neutron detection is provided by a ⁶LiF/ZnS detector with a miniaturized PMT. The ⁶LiF/ZnS detector is a recent innovation developed in-house at BTI. The PDM's on-board computer processes data from the detectors, runs the analysis software, and communicates with the outside world. The system performs radio-isotope identification and source categorization using gamma spectroscopy and provides neutron alarms using the ⁶LiF/ZnS detector. The use of two NaI detectors enables left-right directionality for rapid source localization. Two Geiger tubes are included in the PDM for dose rate measurement in extremely high radiation fields, up to 500 R/h.



Figure 1: FlexSpec X5400 PDM deployed in its backpack configuration with smartphone user interface

The PDM can use either hard-wired or wireless connections for control/display. For hard-wired connections, the PDM can use a USB connection to an Android or iOS (Apple) smartphone/tablet; alternately, it can connect via Ethernet cable to a Windows-based computer. The PDM can also create its own Wi-Fi network, allowing the operator to connect multiple smartphones or tablets that provide the user interface. The FlexSpec X5400 user-interface app is available for Android, iOS, and Windows operating systems. Bluetooth connectivity is used to support a wireless earpiece and/or smartwatch interface for use in covert operations. The smartphone/tablet's GPS module is used to tag the radiation data with geolocation information. Multiple X5400 systems can be networked together using Wi-Fi with BTI's FlexLink software. This allows the user to create a stationary network, improving detection sensitivity by using the data from multiple systems. Applications of the FlexLink software include pedestrian and vehicle monitoring, left/right directional vehicle- and boat-mounted systems, screening of multiple chokepoints at special events, and large-area monitoring. In many cases, these applications are aided by the flexibility of the system; the PDM can be mounted in a number of ways. BTI provides a range of

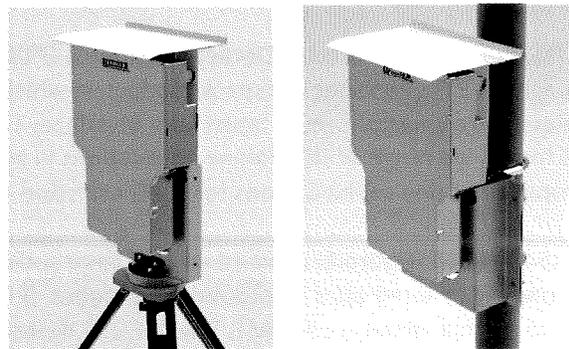


Figure 2: FlexSpec PDM securely mounted to (left) a tripod and (right) a pole

mounting options for the PDM, including wall mounts, pole mounts, and tripods, as shown in **Figure 2**. The system is water resistant and suitable for maritime operations.

The **FlexSpec X8400 Mobile** system is a larger, modular system that provides greater detection sensitivity than the smaller X5400 and, therefore, greater standoff detection capabilities. It is used by a number of maritime hazmat and law enforcement units and would also be a suitable option for LBFD's application.

The X8400 provides gamma counting, gamma spectroscopy, and neutron counting using a similar architecture to the FlexSpec PDM. The FlexSpec X8400 also provides radio-isotope identification, source categorization, and directional localization. The modular Mobile system supports a wide range of gamma and neutron detectors but typically uses a combined gamma/neutron Detector Module based on a 2" x 4" x 16" NaI detector with PMT, packaged with an array of ⁶LiF/ZnS neutron counters, similar to those used in X5400 systems. An X8400 system typically includes four gamma/neutron Detector Modules arranged to provide left/right directional information. However, the X8400 system can be deployed in a range of configurations, including larger or smaller numbers of Detector Modules, suitable for land, maritime, and airborne applications. Some typical deployments are pictured in **Figure 3**.

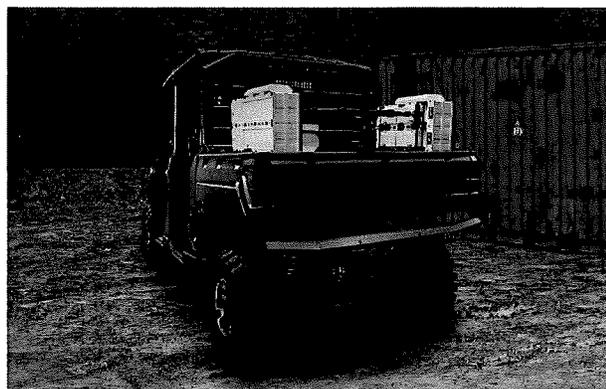
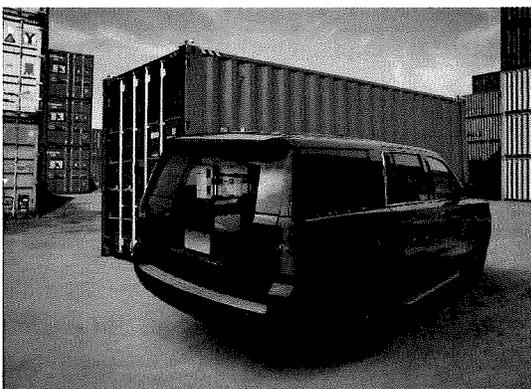


Figure 3: FlexSpec X8400 Mobile/Maritime system deployed (upper left) on the roof of a boat, (upper right and lower left) in the back of an SUV, and (lower right) mounted on an ATV

The FlexSpec X8400 Control Module collects data from the gamma/neutron Detector Modules, manages system power, provides numerous communication options, and transfers data (using a Wi-Fi or wired Ethernet connection) to a ruggedized laptop or tablet running the FlexSpec software. FlexSpec X8400 software runs on a Windows laptop/tablet with touchscreen and provides visible and audible alarms to the user. The intuitive user interface was designed with extensive end-user inputs and is very similar in look and feel to the FlexSpec X5400 user interface. The FlexSpec X8400 software includes multiple options for chart displays, mapping capabilities, and data export. Multiple authorized smartphones or tablets can connect to the system through a secure Wi-Fi network using a web browser (no additional software or apps required), enabling multiple users to view and operate the detection system at a distance.

Based on the Lbfd site visit and assuming a hard-wired configuration, the initial installation of the X5400 PDM on a fireboat is expected to take less than one day. Once installed, it can easily be removed for use as a portable system for on-board searches. Initial installation of the X8400 system is expected to take 1 – 2 days.

7.6 Telemetry Instruments

Table 2 below summarizes the RFP requirements for telemetry. The proposed FlexSpec equipment meets all of these requirements. Technical details describing how the FlexSpec system meets these requirements are provided below.

Table 2: Compliance with Telemetry Requirements	
Requirement	Proposal Meets?
The system shall securely send data via a secured, minimum of 128-bit encrypted wireless signal to a supplied laptop and/or where applicable, hard wired to data telemetry panel or where applicable, integrated into current telemetry system.	Yes
No sensitive or secure data or information including without limitation, Meter readings, personnel, or equipment locations, or any alert or other message traffic whatsoever is shared by the System with any third-party. All subsystems and appliances are protected by means of a configurable administration account including user identification and password.	Yes
All 802.11 b/g/n transmission system is at a minimum to be 802.11i compliant and support WPA2 AES 128bit encryption.	Yes
Unaffected by humidity, heat, or the presence of salt water.	Yes

Wi-Fi and cellular connections from the X5400 PDM and smartphone/tablet are used to telemeter data to reachback centers. BTI is experienced in data telemetry and the proposed FlexSpec systems regularly send their data to a number of platforms including the DOE Search Management Center (SMC) and the SIGMA platform, originally developed by the Defense Advanced Research Projects Agency (DARPA). BTI is also currently integrating FlexSpec systems with the RadResponder network, developed by the Federal Emergency Management Agency (FEMA). In general, the flexible hardware and software architecture of the FlexSpec product line makes the systems compatible with almost any telemetry platform, with only minor work required to integrate the systems. Other telemetry platforms that the FlexSpec team has investigated include Safe Environment Engineering’s Lifeline product line and the first responder network, FirstNet, developed with AT&T.

The FlexSpec X8400 Control Module supports a high degree of connectivity, including Wi-Fi, Ethernet, RS-232, USB, and cellular communications. The FlexSpec X8400 provides the same telemetry options as the X5400 PDM, including SIGMA and RadResponder.

FlexSpec Wi-Fi networks are configured to use WPA2, which is based on AES 128-bit encryption. For the X5400 PDM, the Wi-Fi connection is optional; alternatively, a wired USB connection may be used between the PDM and the phone/tablet user interface. For the X8400, the connection between the Control Module and the laptop user interface is typically wired Ethernet; Wi-Fi can be used instead, if desired.

SECTION 8: WARRANTY/MAINTENANCE AND SERVICE

Table 3 below summarizes the RFP requirements warranty/maintenance and service. BTI’s proposal meets these requirements. A description of our warranty, maintenance, and service capabilities is provided below.

Table 3: Compliance with Warranty/Maintenance and Service Requirements	
Requirement	Proposal Meets?
Systems shall include a minimum of a (1) one-year warranty, and have the option to include options for extended warranties and servicing contracts.	Yes
Optional: An extended warranty providing shall cover a minimum of 3 to 5 years of coverage. The warranty shall cover defects in materials and workmanship arising under normal wear and tear and when used in accordance with product documentation.	Yes – optional 5 years of coverage is provided in cost proposal
The award firm shall repair or replace any defective components or systems and the repaired or replaced system will continue to be warrantied for the remaining time of the original warranty.	Yes
Pricing provided for comprehensive, 5-year service contracts. These service contracts cover parts and labor to repair/maintain operation under normal wear and tear. In addition, if an issue cannot be resolved remotely, the firm will travel to the customer site for diagnosis/repair.	Yes – see cost proposal

All FlexSpec systems include a standard 1-year warranty. In addition, extended warranties and service contracts are also available, providing coverage for 5 years. The cost proposal document includes pricing for these options.

BTI is recognized for its responsive and personalized customer support. Unlike vendors/resellers of other equipment, BTI is the Original Equipment Manufacturer (OEM) of its FlexSpec product line; thus, our team includes the full suite of scientists, engineers, manufacturing personnel, quality inspectors, and sales/management staff to deliver and support the equipment over its life cycle with unparalleled expertise. Customers can reach BTI’s FlexSpec support team by phone or email and BTI will typically respond same day and no later than the next BTI business day. FlexSpec products are designed to facilitate system health checks and trouble-shooting and software can be readily upgraded through either a remote connection to BTI or by downloading the software from BTI’s on-line customer portal.

For the FlexSpec X5400 PDM, the cost proposal includes pricing for an extended warranty providing 5 years of coverage. The warranty covers defects in materials and workmanship arising under normal wear and tear and when used in accordance with product documentation. BTI will repair or replace any defective components or systems and the repaired or replaced system will continue to be warranted for the remaining time of the original warranty period.

For the FlexSpec X8400 systems, the cost proposal includes pricing for a comprehensive, 5-year service contract. This service contract covers parts and labor to repair/maintain operation under normal wear and tear. In addition, if an issue cannot be resolved remotely, BTI will travel to the customer site for diagnosis/repair, which maximizes system up-time and minimizes disruptions to the customer's operations.

In addition to providing a best-in-class product, BTI is able to offer a wide range of training options for its customers due to the multidisciplinary expertise of its staff. BTI's professional trainers include former law enforcement and military personnel who have personally executed radiological/nuclear detection missions; engineering and technical staff with first-hand design knowledge of the FlexSpec systems; and PhD-level nuclear and health physicists who are experts in radiation detection and radiation standards (e.g., ANSI, IEC, ISO). As a result, BTI's training programs can be readily tailored for different customer audiences and include both classroom training and hands-on drills and exercises. The cost proposal includes pricing for a typical one-day, on-site training session, which includes both classroom and hands-on training at the customer's location, covering equipment operation and deployment scenarios.

SECTION 9: COMPANY BACKGROUND AND REFERENCES

9.1 Primary Contractor Information

As requested in the RFP, Table 4 below provides key company profile information.

Table 4: Company Profile Information	
Company Ownership/Incorporation	BTI is a privately-held, 100% Canadian corporation. The company was federally incorporated on April 1, 1988.
Location of Offices	BTI is located at 31278 Highway 17, Chalk River, Ontario, Canada. Support for Long Beach customers is provided directly by headquarters. Service contract coverage includes travel to the customer site to provide installation and support services.
Number of Employees Locally/Nationally	BTI has 55 employees, all of whom are based in Canada. Long Beach customers will be supported directly by headquarters.
Contracting Officer for this RFP	Lianne Ing, Vice President 31278 Highway 17, Chalk River, Ontario, Canada, K0J 1J0 Office: 613-589-2456; Cell: 613-585-2841 Email: ingl@bubbletech.ca

Company Background and Qualifications

BTI is an established supplier with world-renowned expertise in radiological/nuclear detection. For over 30 years, BTI has provided similar products and services to both the public and private sector. The company combines scientific, engineering, and manufacturing capabilities to provide advanced detection and telemetry solutions to emergency response, homeland security, and defense customers. BTI has specific experience equipping police and fire vessels with radiation detection systems with telemetry capabilities for data transmission to reachback centers.

The company has over 400 customers in 25 countries, with key clients including the US Department of Homeland Security, US Department of Defense, US Department of Energy (DOE), multiple law enforcement and first-responder agencies across North America, and a wide range of other NATO-country agencies involved in defense/counter-terrorism initiatives. The company's technology has flown on over two dozen space missions and has been used to screen for nuclear threats at high-profile events, including the past three US Presidential inaugurations, major political summits (including G8/G20 meetings and President Obama's Nuclear Security Summit), multiple Super Bowls, multiple NASCAR events, multiple World Series, the Olympics, and other critical missions around the world. BTI has a rigorous quality management system and is certified to the ISO 9001:2015 standard.

There are currently over 40 first responder organizations across North America using FlexSpec radiation detection systems in their operations, including some of the largest hazmat, law enforcement, and emergency response organizations in the USA. As previously noted, the first-generation of FlexSpec Mobile systems was ranked #1 for performance and usability in the DHS SAVER assessment; the current generation systems provide additional features in a more compact form factor. **Section 9.3** includes a description of relevant projects from the past three years. A selection of FlexSpec customer references is also provided in **Attachment I**.

It is worth noting the US Department of Homeland Security's Countering Weapons of Mass Destruction (CWMD) office has a Mobile Deployment Detection Program (MDDP) that deploys its federal radiation detection assets to major national security events and to support operations being conducted by state and local agencies. Through the MDDP program, FlexSpec radiation detection systems have been deployed at the nation's largest events, with dozens of additional agencies beyond those who have directly purchased the systems.

Resumes for Key Staff

Detailed resumes for key staff are provided in **Appendix B**, as required by the RFP. Brief experience summaries are provided below.

Darren Locklin (Manager, Manufacturing Operations) has over 25 years of experience in electronics engineering technology and lean manufacturing. He oversees the BTI team of electronics and mechanical design staff and is responsible for all FlexSpec manufacturing activities.

Peter Lodwich (Technical Systems Specialist) has over 30 years of domestic and international experience in electromechanical systems, manufacturing engineering, and training/field support of mission-critical sensing systems. As a senior member of the training and field operations team, he provides advanced technical support and training for FlexSpec customers across North America.

Scott Beauchamp (Field Operations Coordinator) manages BTI's activities in field operations. He coordinates installation and training for end users and provides support for all aspects of operations, troubleshooting, and remote upgrades. His service with the Royal Canadian Navy provides relevant operational insights into the end-user experience.

Dr. Martin Smith (Manager, R&D) has over 20 years of experience in nuclear physics and radiation spectroscopy. He is the Chief Scientist for the FlexSpec product line, directing a development team of scientists and engineers, and brings highly-skilled expertise to the development and validation of detectors, algorithms, and software. Dr. Smith has served as the Principal Investigator/Technical Lead on numerous research programs for customers including the US DHS and DoD, and the Canadian Space Agency (CSA).

Lianne Ing (Vice President and Contracting Officer) has 20 years of experience in management and engineering and leads BTI's contracting, legal, finance, and business operations.

9.1.1 Financial Stability

BTI is a well-established and financially stable business, with a successful track record of over 30 years in operation. As requested by the RFP, a copy of our audited financial statements are provided with this proposal in **Appendix C**.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes _____ No X Initials LD

9.3 References

As required by the RFP, details on five similar projects from the last three years are provided below. In addition, a list of customer references is provided, using the form provided by the City, as **Attachment I** of this proposal. We encourage the City to contact these customers in order to hear first-hand how our best-in-class FlexSpec equipment and BTI’s responsive customer support have improved mission-readiness.

REFERENCE PROJECT #1	
CLIENT: National Capital Region Securing The Cities Program (NCR STC) Client Project Manager: Brandon Graham Tel: 703-667-7685; Email: bwgraham@wmata.com	PROJECT DATES: Jan 2021 to Jan 2021
PROJECT DESCRIPTION: The National Capital Region Securing The Cities Program (NCR STC) is funded by the Department of Homeland Security’s Countering Weapons of Mass Destruction office (DHS-CWMD). The program goal is to equip 10 different first-responder agencies in the National Capital Region with state-of-the-art radiation detection equipment. For this program, the NCR STC conducted assessments of a wide range of portable/backpack radiation detection systems and selected BTI’s FlexSpec X5600 system. These portable systems are part of the same product line as the FlexSpec X5400 systems proposed as one option for LBFD, but utilize lithium-loaded sodium iodide (referred to as NaI) to provide gamma detection, identification and enhanced neutron detection. The X5400 systems use regular sodium iodide with a separate neutron detector. In this order, BTI supplied five X5600 systems on a quick turnaround, in time for deployment at the Presidential inauguration. The systems included mounting kits, tripod stands, and solar shields. BTI also provided equipment training. The contract provides for the purchase of an additional 35 systems.	
BTI STAFF ALSO DESIGNATED FOR LBFD WORK: Darren Locklin (Manager, Manufacturing Operations) Peter Lodwich (Technical Systems Specialist) Scott Beauchamp (Field Operations Coordinator) Dr. Martin Smith (Manager, R&D and Chief Scientist, FlexSpec Product Line) Lianne Ing (Vice President & Contracting Officer)	
REFERENCE PROJECT #2	
CLIENT: National Capital Region, Securing The Cities Program (NCR STC) Client Project Manager: Brandon Graham Tel: 703-667-7685; Email: bwgraham@wmata.com	PROJECT DATES: Dec 2020 to Feb 2021

PROJECT DESCRIPTION:

The NCR STC program is described above in Reference Project #1.

In this order, BTI supplied three systems: 1 FlexSpec X8400 Transferable system for use in an SUV; 1 FlexSpec X8400 Maritime system for use on a law enforcement vessel; and 1 FlexSpec X8400 system for use in a helicopter. The order included installation, training, and 5-year comprehensive service contracts.

BTI STAFF ALSO DESIGNATED FOR LBFD WORK:

Darren Locklin (Manager, Manufacturing Operations)
 Peter Lodwich (Technical Systems Specialist)
 Scott Beauchamp (Field Operations Coordinator)
 Dr. Martin Smith (Manager, R&D and Chief Scientist, FlexSpec Product Line)
 Lianne Ing (Vice President & Contracting Officer)

REFERENCE PROJECT #3

CLIENT:

Long Beach Police Department – Port Security Unit
Client Project Manager: Sgt. Herbert Smith
Tel: 562-570-7197; **Email:** Herbert.Smith@longbeach.gov

PROJECT DATES:

Nov 2020 to Mar 2021

PROJECT DESCRIPTION:

The Long Beach Police Department’s Port Security Unit is responsible for law enforcement along the Long Beach waterways, including land-side patrols. In this project, BTI supplied a customized FlexSpec X8400 system for installation in the bed of an F-350. The system included 4 large gamma/neutron detector modules, with 2 detectors mounted on each side of the vehicle. This configuration provides outstanding detection sensitivity and left/right source localization for rapid interdiction. The control laptop for the system resides in the driver’s cab and is hard-wired from the cab to the detection system in the rear of the vehicle.

The order included installation, training, and a 5 year comprehensive service contract.

BTI STAFF ALSO DESIGNATED FOR LBFD WORK:

Darren Locklin (Manager, Manufacturing Operations)
 Peter Lodwich (Technical Systems Specialist)
 Scott Beauchamp (Field Operations Coordinator)
 Dr. Martin Smith (Manager, R&D and Chief Scientist, FlexSpec Product Line)
 Lianne Ing (Vice President & Contracting Officer)

REFERENCE PROJECT #4	
CLIENT: Texas Securing The Cities Program (STC) Client Project Manager: Charlie Johnson Tel: 832-393-0925; Email: Charlie.Johnson@houstontx.gov	PROJECT DATES: Nov 2020 to Mar 2021
PROJECT DESCRIPTION: The Texas Securing The Cities Program is funded by the Department of Homeland Security's Countering Weapons of Mass Destruction office (DHS-CWMD) and is led by the Houston Mayor's Office of Public Safety and Homeland Security (MOPSHS). The program goal is to equip 13 different first-responder agencies across Texas with state-of-the-art radiation detection equipment. In this project, the Texas STC program conducted competitive assessments of multiple mobile radiation detection systems in order to identify the best system for land, maritime, and airborne deployments. The test campaign included extensive operational trials using live radiation sources in stationary, low-speed, and high-speed tests. The Texas STC selected the FlexSpec X8400 system for its multi-year program. To date, the Texas STC has ordered and successfully deployed 18 systems (10 mobile, 4 maritime, and 4 airborne systems), all with comprehensive 5-year service contracts, installation services, and multiple training sessions.	
BTI STAFF ALSO DESIGNATED FOR LBFD WORK: Darren Locklin (Manager, Manufacturing Operations) Peter Lodwich (Technical Systems Specialist) Scott Beauchamp (Field Operations Coordinator) Dr. Martin Smith (Manager, R&D and Chief Scientist, FlexSpec Product Line) Lianne Ing (Vice President & Contracting Officer)	
REFERENCE PROJECT #5	
CLIENT: California Highway Patrol (CHP), Commercial Vehicle Section, HazMat Unit Client Project Manager: Sgt Robert Daniels Tel: 916-543-3406; Email: RODaniels@chp.ca.gov	PROJECT DATES: May 2018 to July 2018

PROJECT DESCRIPTION:

The California Highway Patrol's HazMat Unit is responsible for enforcing the safe transport of radioactive materials and serving on the front-line of the nuclear counter-terrorism mission. In this project, CHP was seeking versatile radiation detection systems that could be mounted in vehicles for mobile screening, as well as mounted at weigh stations to screen commercial vehicles for radioactive materials.

CHP purchased 40 FlexSpec Portable Detector Modules, including mounting kits, solar shields, and tablets, and has successfully deployed these systems in a range of operational missions. BTI provided customized software features, including custom alarm annunciations and alarm reports, to facilitate CHP's workflow. The order included a 5 year extended warranty on the systems.

BTI STAFF ALSO DESIGNATED FOR LBFD WORK:

Darren Locklin (Manager, Manufacturing Operations)
Peter Lodwich (Technical Systems Specialist)
Dr. Martin Smith (Manager, R&D and Chief Scientist, FlexSpec Product Line)
Lianne Ing (Vice President & Contracting Officer)

9.4 Business License

If awarded, BTI will ensure it complies with all applicable business license requirements.

SUMMARY

Appendices A through C provide additional relevant technical content. The mandatory RFP attachments are included after the appendices. Our corresponding cost proposal is provided as a separate document, in accordance with the RFP instructions.

If the City would like any additional information, please contact the undersigned. We hope to have the opportunity to work with the City and LBFD in the important mission of radiation detection.

Sincerely,



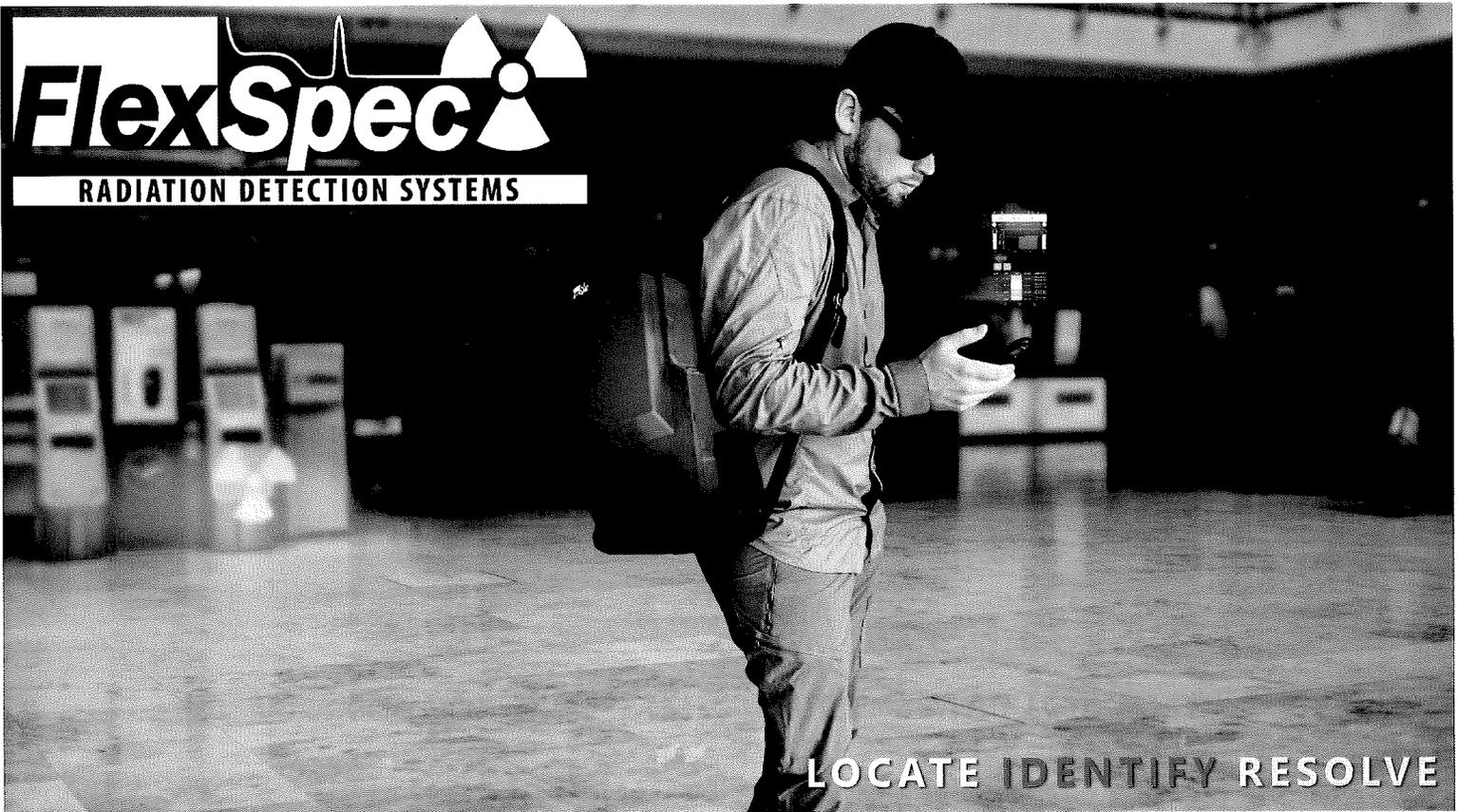
Lianne D. Ing, Vice President
Bubble Technology Industries Inc.
Office: 613-589-2456, Cell: 613-585-2841
Email: ingl@bubbletech.ca

APPENDIX A:

TECHNICAL DATA SHEETS FOR FLEXSPEC X5400 AND X8400

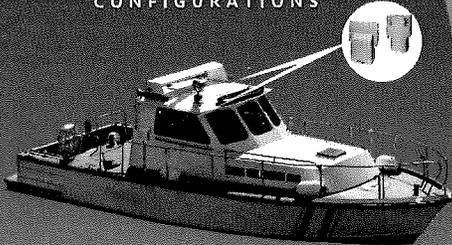
FlexSpec

RADIATION DETECTION SYSTEMS



LOCATE IDENTIFY RESOLVE

FlexLink
CONFIGURATIONS



VESSEL MOUNTED



VEHICLE MOUNTED



CHECKPOINTS



SCREENING

X5400 AND X5600 BACKPACK/PORTABLE DETECTION MODULE

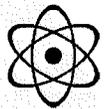
RUGGED USER-FRIENDLY VERSATILE



DEFENSE



FIRST RESPONDER



INDUSTRIAL

MISSION READY.

GAMMA SPECTROSCOPY.

NEUTRON COUNTING.

ISOTOPE IDENTIFICATION.

DIRECTIONAL LOCALIZATION.

AUDIBLE ALARMS OF DIRECTION AND ISOTOPE.

MULTI-UNIT DETECTOR ARRAYS VIA FLEXLINK.

MULTIPLE END USER DISPLAYS.

SIMPLE REACHBACK PROCEDURES.

LIGHTWEIGHT AND WEATHERPROOF.



BT BUBBLE
Technology Industries
www.bubbletech.ca



STANDARD FEATURES

- SUBDUED BAG AESTHETIC FOR LOW VISIBILITY OPERATIONS.
- REMOVABLE HOOK AND LOOP PATCH FOR IDENTIFICATION.
- INTERNAL FOAM INSERT FOR PORTABLE DETECTION MODULE (PDM) PROTECTION AND EVEN WEIGHT DISTRIBUTION.
- HASSLE FREE TRANSFER OF PDM TO OTHER CONFIGURATIONS OR PACKS.

OPTIONAL

- PDM LASER ENGRAVED LOGOS.
- SPARE BATTERY PACKS.
- FAST BATTERY CHARGERS.
- TRIPODS.
- WALL MOUNTS.
- TABLET COMPUTERS.
- SMARTPHONE PROTECTIVE CASE.
- AUXILIARY WIRED ALARM ANNUNCIATORS.
- REMOTE POWER SWITCH.
- PADDED TRANSPORT CASE WITH ORGANIZATIONAL INSERTS.
- SMARTWATCH INTERFACE.
- BLUETOOTH EARPIECE.

STANDARD TECHNICAL SPECIFICATIONS

SIZE	PDM dimensions 11.6" x 15.2" x 4.5". Weight < 22 lb including neutron detectors, two battery packs, and backpack.
POWER	Rechargeable, hot-swappable, Li-ion battery packs with > 12 h run time. Batteries can be charged in the system while operational. Charger cables (AC and vehicle power) connect using a locking IP67 connector.
ENVIRONMENTAL	Operating -20°C to +50°C (-4°F to +122°F). Storage -40°C to +70°C (-40°F to +158°F). Protection against the ingress of water and dust.
GAMMA AND NEUTRON SENSORS	X5400: Two 2" diameter x 4" long NaI(Tl) crystals, gamma energy resolution < 8% at 662 keV. X5600: Two 2" x 4" NaI(Li) crystals, gamma energy resolution < 8% at 662 keV, enhanced neutron sensitivity. NaI(Tl) and NaI(Li) data are recorded using 2048 spectral channels. Geiger-Mueller tubes for operation at gamma dose rates up to 500 R/h. Array of lithium-based neutron detectors with total active surface area > 120 in ² . No use of ³ He gas.
CONNECTIVITY	PDM connects by secure Wi-Fi to one or more Android or iOS smartphones or tablets. Android devices can connect to the PDM using a USB cable in wireless-denied environments.
REACHBACK	All data are GPS-tagged and time-stamped. Cellular connection allows data to be rapidly sent from the field to reachback centers. Data can also be transferred to a laptop over Wi-Fi or wired connection. Software automatically populates key fields for reachback reports. Data provided in ANSI N42.42 (2020) format.
SOFTWARE	Intuitive user interface provides dose rate, user-selectable count rates or spectral plots, and mapping of radiation data. System delivers high-performance, proven isotope identification and alarm categorization (threat, suspect, industrial, medical, NORM) with directional indicators. Library contains over 40 isotopes, including all isotopes from ANSI N42.53. FlexLink software enables PDMs to be wirelessly linked to operate as a single system with improved detection sensitivity. A number of FlexLink configurations are available.

FIND THE PERFECT MATCH FOR YOUR MISSION SPACE.

FlexSpec

RADIATION DETECTION SYSTEMS

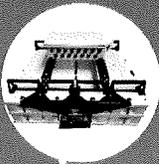


LOCATE IDENTIFY RESOLVE

MOUNTING
CONFIGURATIONS



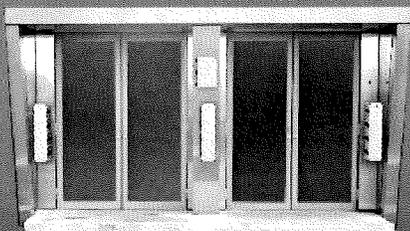
MARITIME



AIRBORNE



VEHICLE MOUNTED



FIXED-SITE

FLEXSPEC X8400

MODULAR RADIATION DETECTION SYSTEMS



RUGGED



USER-FRIENDLY



VERSATILE



DEFENSE



FIRST RESPONDER



INDUSTRIAL

MISSION READY.

GAMMA SPECTROSCOPY.

NEUTRON COUNTING.

ISOTOPE IDENTIFICATION.

DIRECTIONAL LOCALIZATION.

AUDIBLE ALARMS OF DIRECTION AND ISOTOPE.

MULTIPLE END USER DISPLAYS.

SIMPLE REACHBACK PROCEDURES.

MODULAR AND WEATHERPROOF.



BT BUBBLE
Technology Industries
www.bubbletech.ca

STANDARD FEATURES



- INSTANTANEOUS AND RELIABLE ISOTOPE IDENTIFICATION AND ALARM CATEGORIZATION.
- LEFT VS RIGHT DIRECTIONALITY FOR GAMMA AND NEUTRON DETECTION.
- AUTOMATICALLY ADJUSTS TO RURAL, URBAN, MARITIME, AND AIRBORNE ENVIRONMENTS USING DYNAMIC BACKGROUND COMPENSATION.
- RUGGED KIT EASILY MOVED ACROSS VARIOUS PLATFORMS WITHOUT SPECIAL TOOLS.
- REAL-TIME MAPPING OF ALARMS USING GPS.
- REMOTE MONITORING AND OPERATION USING WI-FI; A CELLULAR CONNECTION IS ALSO AVAILABLE.
- HIGHLY SCALABLE SYSTEM CAN SUPPORT UP TO 14 DETECTOR MODULES.

STANDARD TECHNICAL SPECIFICATIONS

GAMMA AND NEUTRON SENSORS	Each integrated gamma/neutron Detection Module contains a 2" x 4" x 16" NaI crystal and an array of ⁶ LiF/ZnS neutron detectors. Gamma energy resolution better than 8% at 662 keV. No ³ He gas.
SIZE AND WEIGHT	<p>Mobile: A 4GN Mobile system (with 4 Detector Modules) fits inside a 24"L x 18"W x 18"H footprint without detector stands. Weight is approximately 235 lb.</p> <p>Maritime: A 2GN Maritime system (with 2 Detector Modules) is supplied with a 30"L x 20"W x 14"H pod and weighs approximately 125 lb.</p> <p>Airborne: A 4GN Airborne system (with 4 Detector Modules) is supplied with a 60"L x 20"W x 14"H pod and weighs approximately 215 lb. Internal aircraft mounting options are also available.</p> <p>Fixed-Site: Custom Fixed-Site configurations are available for pedestrian and vehicle monitoring.</p>
POWER	Operates on Li-ion batteries (included), vehicle power (10 – 30 VDC), or 115 VAC.
ENVIRONMENTAL	Operating -30°C to +50°C (-22°F to +122°F). Storage -40°C to +70°C (-40°F to +158°F).
CONNECTIVITY	System provides a high degree of connectivity, supporting Wi-Fi, Ethernet, RS-232, USB, and cellular.
REACHBACK	Data are GPS tagged and time stamped. Cellular connection allows data to be rapidly sent from the field to reachback centers. Data can also be transferred over Wi-Fi or wired connection. Software automatically populates key fields for reachback reports. Data provided in ANSI N42.42 (2020) format.
SOFTWARE	Software runs on a Windows 10 laptop or tablet with interactive touchscreen and visible/audible alarms. Intuitive user interface was designed with extensive end-user inputs, providing dose rate, user-selectable count rates or spectral plots, and mapping of radiation data using GPS. System delivers high-performance, proven isotope identification and alarm categorization (threat, suspect, industrial, medical, NORM) with directional indicators. Library contains over 40 isotopes, including all isotopes from ANSI N42.53.

FIND THE PERFECT MATCH FOR YOUR MISSION SPACE.

APPENDIX B:

RESUMES FOR KEY STAFF

- Darren Locklin (Manager, Manufacturing Operations)
- Peter Lodwich (Technical Systems Specialist)
- Scott Beauchamp (Field Operations Coordinator)
- Dr. Martin Smith (Manager, R&D and Chief Scientist, FlexSpec Product Line)
- Lianne Ing (Vice President & Contracting Officer)

EMPLOYMENT

- 2006 – Present Manager, Manufacturing Operations
Bubble Technology Industries Inc. (Chalk River, ON, Canada)
- 2002 – 2006 Electronic Systems Specialist
Bubble Technology Industries Inc. (Chalk River, ON, Canada)
- 1995 – 2002 Electronics Technologist
Sanmina-SCI (Brockville, ON, Canada)
- 1999 – 2002 Co-Owner and Instructor
Above 'n' Below Scuba Services (Mallorytown, ON, Canada)

EDUCATION

- 1992 – 1995 Loyalist College (Belleville, ON, Canada)
Electronics Engineering Technology

EXPERIENCE

- Over 20 years of experience in electronics and product manufacturing.
- Over 12 years of experience managing the manufacturing activities at Bubble Technology Industries (BTI).
- Coordinated the operations of the Bubble Detector Production, Electronics Manufacturing, Circuit Card Layout, Mechanical Design, and Purchasing departments at BTI.
- Active member of BTI's design team with contributions to project planning, cost estimating, electrical systems design, printed circuit board layout design, mechanical design, device construction, system integration, field support, and configuration management.
- Technical Lead for several product development projects.
- Manufacturing and Mechanical Lead for numerous Research and Development programs, including programs for the U.S. Department of Homeland Security and the Canadian Department of National Defence.

EMPLOYMENT

2018 – Present	Technical System Specialist Bubble Technology Industries Inc. (Chalk River, ON, Canada)
2011 – 2018 & 1996 – 2006	Technical Trainer L3 Technologies – Wescam (Burlington, ON, Canada)
2006 – 2011	Manufacturing Engineering Technologist L3 Technologies – Wescam (Burlington, ON, Canada)
2005 – 2006 & 1995 – 1996	Integration Technician L3 Technologies – Wescam (Burlington, ON, Canada)
1994 – 1995	Electro-Mechanical Assembly Technician L3 Technologies – Wescam (Burlington, ON, Canada)
1991 – 1993	Development Technician, Reactor Maintenance Atomic Energy of Canada Limited (Mississauga, ON, Canada)

EDUCATION

1988 – 1991	Humber College of Applied Arts & Technology (Toronto, ON, Canada) Electronics Engineering Technician, Diploma (Co-op)
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EXPERIENCE

- Bubble Technology Industries (BTI)
 - Provide technical support to customers on BTI's radiation detecting FlexSpec products
 - Generate procedures in support of manufacturing, field service and troubleshooting
 - Perform system and software release testing
 - Assist Business Development team with creating technical sales presentations
 - Attend trade shows to promote the FlexSpec product line
 - Part time Quality Assurance internal process auditor
- L3 Technologies-Wescam
 - Four distinct positions spanning twenty-three years and three distinct and mature product evolutions of stabilized, multispectral, electro-optical surveillance and targeting systems used from moving platforms (aircraft, ground and maritime vehicles)

- Seventeen of those years in roles of global training and technical support to allied militaries, law enforcement and government agencies
 - Training of users and technicians from operations to advance level repair procedures and techniques
 - Commissioning of world-wide service centers
 - Procedure development and validation to the advanced level of repair
 - Well versed in a variety of electro-mechanical assembly processes and techniques
- Atomic Energy of Canada Limited
 - Assemble, test, wire, and troubleshoot video equipment, motor controls, analog & digital I/O devices and remote sensing equipment for automated prototype tooling for CANDU nuclear reactor maintenance
 - Decommissioning of nuclear facilities (Chalk River Nuclear Labs secondment)

EMPLOYMENT

- 2020 – Present Business Development and Field Operations Coordinator
Bubble Technology Industries Inc. (Chalk River, ON, Canada)
- 2016 – 2020 Naval Warfare Officer
Royal Canadian Navy (Canada)
- 2012 – 2016 Business Development Analyst
Bubble Technology Industries Inc. (Chalk River, ON, Canada)

EDUCATION

- 2008 – 2012 Laurentian University (Sudbury, Ontario, Canada)
B.A.(Hons), Law and Justice / Anthropology

EXPERIENCE

- As Field Operations Coordinator, liaise with end users to maximize equipment distribution and performance.
- Experienced team leader in operations at the rank of Lt(N).
- Assisted and supported system end-users in large scale events.

PROFESSIONAL NOTES

- Awarded Bridge Watchkeeping Certificates for both Halifax and Kingston Class Vessels.
- Awarded the Operational Service Medal – Expedition in 2018.
- Completed Naval Officer Professional Qualification.

EMPLOYMENT

- 2018 – Present Manager, Research and Development
Bubble Technology Industries Inc. (Chalk River, ON, Canada)
- 2005 – 2018 Research Scientist; Senior Research Scientist; Deputy Manager, Research and
Development
Bubble Technology Industries Inc. (Chalk River, ON, Canada)
- 2002 – 2004 Research Associate
TRIUMF (Vancouver, BC, Canada)
- 1999 – 2002 Research Fellow
Rutgers University (Piscataway, NJ, USA)
- 1996 – 1999 Research Assistant
University of Paisley (Paisley, UK)

EDUCATION

- 1993 – 1996 University of Liverpool (Liverpool, UK)
Ph.D., Experimental Nuclear Physics
- 1990 – 1993 University of Manchester (Manchester, UK)
B.Sc., Mathematics and Physics

EXPERIENCE

- Over twenty years of experience in experimental nuclear physics and applications of radiation detection; has published over 100 research papers.
- As Manager, Research and Development, provides research direction for a wide range of interdisciplinary programs.
- Regularly presents in public fora, including international technical conferences and presentations to Government audiences.
- Has performed collaborative work on-site at many US Department of Energy (DOE) National Laboratories: Argonne, Brookhaven, Lawrence Berkeley, Los Alamos, Oak Ridge, and Savannah River.
- Reviewer for international journals including Nuclear Instruments and Methods, IEEE Transactions on Nuclear Science, Analytical and Bioanalytical Chemistry, and Acta Astronautica.
- Chair of the Canadian subcommittee (SC) for the International Electrotechnical Commission (IEC) SC 45B (radiation protection instrumentation). In this role, represents the Government of Canada at international IEC meetings.

- Served as a member of the Working Group for ANSI N42.32 “Performance Criteria for Alarming Personal Radiation Detectors for Homeland Security”; ANSI N42.34 “Performance Criteria for Hand-Held Instruments for the Detection and Identification of Radionuclides”; ANSI N42.35 “Evaluation and Performance of Radiation Detection Portal Monitors for Use in Homeland Security”; ANSI N42.42 “Data Format Standard for Radiation Detectors Used for Homeland Security”; ANSI N42.43 “Performance Criteria for Mobile and Transportable Radiation Monitors Used for Homeland Security” and ANSI N42.48 “Performance Requirements for Spectroscopic Personal Radiation Detectors (SPRDs) for Homeland Security”.
- Chief Scientist for BTI’s FlexSpec product suite, which includes systems for gamma-ray spectroscopy and neutron counting in vehicle-based, fixed-site, maritime, and backpack embodiments for homeland security and defense applications. This role includes: development of technology roadmaps; leadership in requirements definition; hardware and software development; customer interfacing and field support; and gap analyses throughout the product life cycle. The FlexSpec product line includes the X6600 Backpack for the US Department of Homeland Security (DHS) Countering Weapons of Mass Destruction (CWMD) Helium-3 Alternative Implementation Backpack Program (HAIBP), which streams data to the SIGMA platform in real time.
- Principal investigator for the Thallium Bromide Radionuclide Identification Device (TBRID) project with CWMD. Provides overall technical leadership for the BTI team and its subcontractors, including system design, embedded software development and integration, and detector characterization.
- Technical lead for BTI’s involvement in the DHS Domestic Nuclear Detection Office (DNDO) Advanced Radiation Monitoring Device (ARMD) program. Provided overall technical leadership for the BTI effort, including testing of scintillator crystals and photon-to-electron converters, software design, and algorithm development.
- Technical lead for BTI’s involvement in a US Department of Defense, Defense Threat Reduction Agency (DTRA) program to develop a handheld system based on “trimode” detection of fast neutrons, thermal neutrons, and gamma rays using the $\text{Cs}_2\text{LiYCl}_6$ (CLYC) scintillator material. Developed hardware and software, and studied fast-neutron interactions with CLYC.
- Chief Nuclear Scientist for BTI’s involvement in DNDO’s Human Portable Radiation Detection System (HPRDS) program. Interfaced with DNDO, and provided technical leadership for the BTI effort, including hardware and software design, algorithm development, testing, and procurement.
- Leader of BTI’s research efforts in dosimetry for space applications, including instrument design, experimental testing, and support for space missions in collaboration with NASA and the Canadian Space Agency (CSA).
- Principal investigator for the international Radi-N2 experiment on the International Space Station (ISS). The experiment aims to characterize the health risk to astronauts due to radiation exposure, in support of long-duration human spaceflight, including future missions to the moon and Mars.
- Led BTI’s effort to develop a temperature-compensated bubble-detector spectrometer for use on the ISS. This included extensive characterization using neutron beams produced by a Van de Graaff accelerator.
- Responsible at TRIUMF for design, testing and operation of experimental equipment used in the Isotope Separator and Accelerator (ISAC) radioactive-beam facility. Led experimental programs in spectroscopy and fundamental interactions.
- Performed gamma-ray spectroscopy experiments as part of large international collaborations and led data analysis efforts at Rutgers University.
- As a research associate at the University of Paisley, led international research teams performing experiments in charged-particle and gamma-ray spectroscopy.

EMPLOYMENT

- 2013 – Present Vice President
Bubble Technology Industries Inc. (Chalk River, Canada)
- 2004 – 2013 Vice President, Business Development
Bubble Technology Industries Inc. (Chalk River, Canada)
- 2003 – 2004 Manager, Business Development
Bubble Technology Industries Inc. (Chalk River, Canada)

EDUCATION

- 1998 – 2004 University of Toronto (Toronto, Canada)
Ph.D. Candidate, Chemical Engineering
- 1999 EUCAN European-Canadian Exchange Program
Politecnico di Milano (Milan, Italy)
Helsinki University of Technology (Helsinki, Finland)
- 1994 – 1998 University of Toronto (Toronto, Canada)
B.A.Sc. (Hons), Chemical Engineering
Graduated with #1 ranking in program

PROFESSIONAL EXPERIENCE

- As Vice President of Bubble Technology Industries (BTI), responsible for the company's strategic development and business operations, including strategic planning and implementation, business development, financial and contract management, and oversight of the company's activities in research, engineering, manufacturing, and services.
- Successfully led the company's penetration into international defence and security markets through both contract R&D and product sales channels. Developed and negotiated partnering agreements with multiple Fortune 500 companies and created collaborative technology development teams with stakeholders from government, industry and academia.
- Appointed in 2018 as the Honorary Colonel of the 427 Special Operations Aviation Squadron in the Royal Canadian Air Force by the Governor General of Canada and the Minister of National Defence. Responsible for providing guidance to the command team on key strategic issues, liaising with the community on behalf of the squadron, and providing support to military personnel and their families.
- Currently serving as an active member of the Canadian Chamber of Commerce's Small & Medium Enterprise Committee, providing input on policy initiatives representing the interests of Canadian companies.
- Currently serving on the Public Services and Procurement Canada Supplier Advisory Subcommittee on Supplier Relationship and Performance Management, providing policy guidance to the Government of Canada on innovative ways to manage and engage with its supply base.

- Previously served as a Canadian industry representative for the 2017 G20/B20 Summit (Hamburg, Germany) serving on both the Trade & Investment Taskforce and the Small & Medium Enterprise Cross-Thematic Taskforce to develop policy recommendations from the business sector to world leaders.
- Invited speaker and panelist at various events for professional associations, government programs and committees, and charitable organizations, including the Canadian Nuclear Association, Professional Engineers of Ontario, Canadian Nuclear Safety Commission Speaker Series, Build in Canada Innovation Program Forum, Eastern Ontario Development Program Forum, and Destination Imagination (promoting creative thinking for students in science, technology, engineering and mathematics).

AWARDS

- Ralph A. Klucken Award, Technical Association of the Pulp and Paper Industry (TAPPI) Foundation (Atlanta, Georgia, USA)
- Lew Erwin Extrusion Division Award, Society of Plastics Engineers (Brookfield, Connecticut, USA)
- Helen L. Cross Memorial Graduate Scholarship, University of Toronto (Toronto, Canada)
- National Graduate Studies Scholarship, Natural Sciences and Engineering Research Council (Ottawa, Canada)
- Ontario Graduate Scholarship in Science and Technology, Province of Ontario/University of Toronto (Toronto, Canada)
- Merit Award, Society of Chemical Industry, Canada Section (Toronto, Canada)
- W.S. Wilson Medal, University of Toronto (Toronto, Canada)
- Centennial Thesis Award, University of Toronto (Toronto, Canada)
- Sidney W. Brickman Award, University of Toronto (Toronto, Canada)
- Corporate Design Award, Ontario Engineering Competition (Waterloo, Canada)
- Canada Scholarship, Government of Canada/University of Toronto (Toronto, Canada)
- J.P. Bickell Foundation Admission Award, University of Toronto (Toronto, Canada)

APPENDIX C:

COMPANY FINANCIAL STATEMENTS

- Uploaded to Planet Bids Portal as a Separate File
- *Company Private – No Public Release*

**MANDATORY RFP ATTACHMENTS AND
ADDENDA ACKNOWLEDGEMENTS:**

- RFP Attachment A: Certification of Compliance with Terms and Conditions of RFP
- *[RFP Attachment B: Pro-Forma Agreement not required with proposal]*
- RFP Attachment C: Statement of Non-Collusion
- RFP Attachment D: Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification
- RFP Attachment E: W9 Form Exemption (W8-BEN-E)
- *[RFP Attachment F: Secretary of State Registration will be provided if selected for award]*
- RFP Attachment G: Insurance Requirements
- RFP Attachment H: Equal Benefits Ordinance (EBO) Forms
- RFP Attachment I: Reference List
- RFP Addendum 1 & 1A: Acknowledgement



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.

A handwritten signature in black ink, appearing to read "Lianne Ing".

25-July-2021

Authorized signature and date

Lianne Ing - Vice President

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.

Bubble Technology Industries Inc

 Business/Contractor/Agency

Lianne Ing

Vice President

 Name of Authorized Representative

 Title of Authorized Representative

 25-July-2021

 Signature of Authorized Representative

 Date

r20141001

W9 Form Exemption

Please note: as BTI is a Canadian corporation (non US-entity), it falls under the W8-BEN-E form, rather than the W9.

BTI does have a US EIN number (98-1487043); this is listed on the W8-BEN-E form in Box 8.

The completed W8-BEN-E form is provided on the following pages.

Form **W-8BEN-E**

(Rev. July 2017)
Department of the Treasury
Internal Revenue Service

**Certificate of Status of Beneficial Owner for
United States Tax Withholding and Reporting (Entities)**

▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.
▶ Go to www.irs.gov/FormW8BENE for instructions and the latest information.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form for:

- U.S. entity or U.S. citizen or resident **W-9**
- A foreign individual **W-8BEN (Individual) or Form 8233**
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the U.S. (unless claiming treaty benefits) **W-8ECI**
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) **W-8IMY**
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) **W-8ECI or W-8EXP**
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) **W-8IMY**

Instead use Form:

Part I Identification of Beneficial Owner

1 Name of organization that is the beneficial owner Bubble Technology Industries Inc.	2 Country of incorporation or organization Canada
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3 Name of disregarded entity receiving the payment (if applicable, see instructions)

4 Chapter 3 Status (entity type) (Must check one box only):

<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership
<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Estate
<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Government
<input type="checkbox"/> Complex trust	<input type="checkbox"/> Private foundation	<input type="checkbox"/> International organization

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes" complete Part III. Yes No

5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

<input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). <input type="checkbox"/> Participating FFI. <input type="checkbox"/> Reporting Model 1 FFI. <input type="checkbox"/> Reporting Model 2 FFI. <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. <input type="checkbox"/> Sponsored FFI. Complete Part IV. <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V. <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII. <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX. <input type="checkbox"/> Owner-documented FFI. Complete Part X. <input type="checkbox"/> Restricted distributor. Complete Part XI.	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII. <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. <input type="checkbox"/> International organization. Complete Part XIV. <input type="checkbox"/> Exempt retirement plans. Complete Part XV. <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI. <input type="checkbox"/> Territory financial institution. Complete Part XVII. <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII. <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX. <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. <input type="checkbox"/> 501(c) organization. Complete Part XXI. <input type="checkbox"/> Nonprofit organization. Complete Part XXII. <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV. <input checked="" type="checkbox"/> Active NFFE. Complete Part XXV. <input type="checkbox"/> Passive NFFE. Complete Part XXVI. <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII. <input type="checkbox"/> Direct reporting NFFE. <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII. <input type="checkbox"/> Account that is not a financial account.
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6 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

31278 Highway 17
City or town, state or province. Include postal code where appropriate. Country
Canada

Chalk River, Ontario, K0J 1J0

7 Mailing address (if different from above)
31278 Highway 17, P.O. Box 100
City or town, state or province. Include postal code where appropriate. Country
Canada

8 U.S. taxpayer identification number (TIN), if required	9a GIIN	b Foreign TIN 121041842
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10 Reference number(s) (see instructions)

Part II Disregarded Entity or Branch Receiving Payment. (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)

- 11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment
- Branch treated as nonparticipating FFI. Reporting Model 1 FFI. U.S. Branch.
- Participating FFI. Reporting Model 2 FFI.
- 12** Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

- 13** GIIN (if any) _____

Part III Claim of Tax Treaty Benefits (if applicable). (For chapter 3 purposes only.)

- 14** I certify that (check all that apply):
- a** The beneficial owner is a resident of Canada within the meaning of the income tax treaty between the United States and that country.
- b** The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):
- | | |
|--|---|
| <input type="checkbox"/> Government | <input type="checkbox"/> Company that meets the ownership and base erosion test |
| <input type="checkbox"/> Tax exempt pension trust or pension fund | <input type="checkbox"/> Company that meets the derivative benefits test |
| <input type="checkbox"/> Other tax exempt organization | <input type="checkbox"/> Company with an item of income that meets active trade or business test |
| <input type="checkbox"/> Publicly traded corporation | <input type="checkbox"/> Favorable discretionary determination by the U.S. competent authority received |
| <input type="checkbox"/> Subsidiary of a publicly traded corporation | <input type="checkbox"/> Other (specify Article and paragraph): _____ |
- c** The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).

- 15** **Special rates and conditions** (if applicable—see instructions):
 The beneficial owner is claiming the provisions of Article and paragraph 7
 of the treaty identified on line 14a above to claim a 0 % rate of withholding on (specify type of income): _____
 Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: Business Profits
No Permanent Establishment in the U.S.

Part IV Sponsored FFI

- 16** Name of sponsoring entity: _____
- 17** **Check whichever box applies.**
- I certify that the entity identified in Part I:
- Is an investment entity;
 - Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
 - Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.
- I certify that the entity identified in Part I:
- Is a controlled foreign corporation as defined in section 957(a);
 - Is not a QI, WP, or WT;
 - Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
 - Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

Part V Certified Deemed-Compliant Nonregistering Local Bank

18 I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts

19 I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle

20 Name of sponsoring entity: _____

21 I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity

22 I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

Part IX Certain Investment Entities that Do Not Maintain Financial Accounts

23 I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

Part X Owner-Documented FFI

Note: This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

Part X Owner-Documented FFI (continued)**Check box 24b or 24c, whichever applies.**

- b I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
 - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
 - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
 - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
 - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

Check box 24d if applicable (optional, see instructions).

- d I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

Part XI Restricted Distributor

- 25a (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
 - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
 - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
 - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
 - Does not solicit customers outside its country of incorporation or organization;
 - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
 - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
 - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Check box 25b or 25c, whichever applies.

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Part XII Nonreporting IGA FFI

- 26** I certify that the entity identified in Part I:
- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and _____ . The applicable IGA is a Model 1 IGA or a Model 2 IGA; and is treated as a _____ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
 - If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor _____ . The trustee is: U.S. Foreign

Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue

- 27** I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XIV International Organization

Check box 28a or 28b, whichever applies.

- 28a** I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).
- b** I certify that the entity identified in Part I:
- Is comprised primarily of foreign governments;
 - Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
 - The benefit of the entity's income does not inure to any private person; **and**
 - Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XV Exempt Retirement Plans

Check box 29a, b, c, d, e, or f, whichever applies.

- 29a** I certify that the entity identified in Part I:
- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
 - Is operated principally to administer or provide pension or retirement benefits; **and**
 - Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.
- b** I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
 - No single beneficiary has a right to more than 5% of the FFI's assets;
 - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
 - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
 - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
 - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
 - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.
- c** I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
 - Has fewer than 50 participants;
 - Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
 - Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
 - Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
 - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

Part XV Exempt Retirement Plans (continued)

- d I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); or
 - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

Part XVI Entity Wholly Owned by Exempt Beneficial Owners

- 30 I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
 - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
 - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
 - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; and
 - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

Part XVII Territory Financial Institution

- 31 I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

Part XVIII Excepted Nonfinancial Group Entity

- 32 I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
 - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
 - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); and
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XIX Excepted Nonfinancial Start-Up Company

- 33 I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) _____ (date must be less than 24 months prior to date of payment);
 - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
 - Is investing capital into assets with the intent to operate a business other than that of a financial institution; and
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy

- 34 I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on _____;
 - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
 - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; and
 - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

Part XXI 501(c) Organization

- 35 I certify that the entity identified in Part I is a 501(c) organization that:
- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated _____; **or**
 - Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

Part XXII Nonprofit Organization

- 36 I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements:
- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
 - The entity is exempt from income tax in its country of residence;
 - The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
 - Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
 - The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation

Check box 37a or 37b, whichever applies.

- 37a I certify that:
- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
 - The stock of such corporation is regularly traded on one or more established securities markets, including _____ (name one securities exchange upon which the stock is regularly traded).
- b I certify that:
- The entity identified in Part I is a foreign corporation that is not a financial institution;
 - The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
 - The name of the entity, the stock of which is regularly traded on an established securities market, is _____; **and**
 - The name of the securities market on which the stock is regularly traded is _____.

Part XXIV Excepted Territory NFFE

- 38 I certify that:
- The entity identified in Part I is an entity that is organized in a possession of the United States;
 - The entity identified in Part I:
 - (i) Does not accept deposits in the ordinary course of a banking or similar business;
 - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
 - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
 - All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

Part XXV Active NFFE

- 39 I certify that:
- The entity identified in Part I is a foreign entity that is not a financial institution;
 - Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
 - Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

Part XXVI Passive NFFE

- 40a I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

- b I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**
- c I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.



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INSURANCE REQUIREMENTS

INSURANCE. As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
 - Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of V (Capital Surplus and Conditional Surplus Funds of greater than \$10 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
- Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach and its Boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 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 Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. Such insurance shall not exclude XCU (explosion, underground, and collapse) perils, sudden and accidental pollution and cleanup liability, or mobile equipment.
- Workers' compensation coverage as required by the Labor Code of the State of California, endorsed, as applicable, to include United States Longshoremen and Harbor Workers' Compensation Act coverage and Jones' Act coverage, and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the Contractor's and its insurer's right of subrogation against the **City of Long Beach and its Boards, officials, employees, and agents**.
- Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000) combined single limit (CSL) covering Symbol 1 ("any auto").
- Excess liability insurance on a following form basis insurance in excess of the coverage provided by (a), including additional insured coverage for (a) only, in an amount not less than Four Million Dollars (\$4,000,000) per claim and in aggregate.



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- If Contract involves use of watercraft, Watercraft Liability Insurance as follows:
 - The Contractor shall procure and maintain during the term of this Contract, at its own expense, watercraft liability coverage with either Marine Liability, Protection & Indemnity Coverage, or the Boats Endorsement 24 12 11 85, or comparable endorsement, on the General Liability Coverage:
- Limit of Insurance: \$1,000,000 Per Occurrence/Annual Aggregate Policy shall be endorsed with a Waiver of Subrogation Endorsement and an Additional Insured Endorsement naming the **City of Long Beach and its Boards, officials, employees, and agents** as additional insureds.
- If Contract involves rigging,, Riggers Liability Insurance as follows:
 - Riggers Liability Insurance, either by separate policy or endorsement on the General Liability Policy. With a Rigger's Liability Limit of at least \$2,000,000 Per Occurrence
- Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect **City of Long Beach, its Boards, and their officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after twenty (20) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.
- *Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.*
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
 - Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and

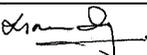


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endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf.

- Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
- "Claims-made" policies are not acceptable unless City 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 (3) years.
- City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this agreement.
- Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name:	<u>Lianne Ing</u>	Title:	<u>Vice President</u>
Signature:	<u></u>	Date:	<u>25-July-2021</u>

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: Lianne Ing Title: Vice President

Signature:  Date: 25-Jul-2021

Business Entity Name: Bubble Technology Industries Inc.

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Bubble Technology Industries Inc. Federal Tax ID No. [REDACTED]
Address: 31278 Highway 17, P.O. Box 100
City: Chalk River **State:** ON, Canada **ZIP:** K0J 1J0
Contact Person: Scott Beauchamp **Telephone:** 613-589-2456
Email: sales@bubbletech.ca **Fax:** 613-589-2763

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

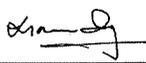
At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

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 23 day of July, 2021, at Chalk River, Ontario

Name Lianne Ing

Signature 

Title Vice President

Federal Tax ID No. 



City of Long Beach
 Purchasing Division
 411 W Ocean Blvd/6th Floor
 Long Beach CA 90802

Reference Information Form

Client/Contractor Name Washington Metropolitan Area Transit Authority - Homeland Security & Intelligence Bureau

Project Manager/Contact Name Brandon Graham E-mail bwgraham@wmata.com Ph. No. 703-667-7685

Address 600 Fifth Street, NW, Washington, DC, 20001

Project Description Procurement of Radiation Detection Equipment

Project Dates (Start and End) Jan 2021-Jan 2021 Contract Term(s) Purchase Order Contract Amount \$2,248,375

Client/Contractor Name Long Beach Police Department

Project Manager/Contact Name Sgt Herb Smith E-mail Herbert.Smith@longbeach.gov Ph. No. 562-570-7197

Address 1249 Pier F Avenue, Long Beach, CA, 90802

Project Description Procurement of Radiation Detection Equipment

Project Dates (Start and End) Nov 2020- Mar 2021 Contract Term(s) Purchase Order Contract Amount \$247,500

Client/Contractor Name City of Houston, Mayor's Office of Public Safety, Securing the Cities Program

Project Manager/Contact Name Charlie Johnson E-mail Charlie.Johnson@houstontx.gov Ph. No. 832-393-0925

Address Mayors Office of Public Safety and Homeland Security, 900 Bagby Second Floor, Houston, TX, 77002

Project Description Procurement of Radiation Detection Equipment

Project Dates (Start and End) Nov 2020 - Mar 2021 Contract Term(s) Purchase Order Contract Amount \$5,065,580

Client/Contractor Name California Highway Patrol

Project Manager/Contact Name Sgt Robert J. Daniels E-mail RODaniels@chp.ca.gov Ph. No. 916-543-3406

Address 601 North 7th Street, Sacramento, California, 95811

Project Description Procurement of Radiation Detection Equipment

Project Dates (Start and End) May 2018 - Jul 2018 Contract Term(s) Purchase Order Contract Amount \$2,059,081

Client/Contractor Name US Department of Homeland Security, Countering Weapons of Mass Destruction (CWMD) Office

Project Manager/Contact Name Brian Kuleski E-mail Brian.Kuleski@hq.dhs.gov Ph. No. 202-254-7131

Address 245 Murray Lane SW, Stop 550, Washington, DC, 20528

Project Description Procurement of Radiation Detection Equipment

Project Dates (Start and End) Jun 2016 - Apr 2017 Contract Term(s) Purchase Order Contract Amount \$708,250



City of Long Beach
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Reference Information Form

Client/Contractor Name City of Alexandria Virginia Fire Department

Project Manager/Contact Name Captain Anthony Casalena E-mail Anthony.casalena@alexandriava.gov Ph. No. 703-746-5209

Address 2800 Main Line Boulevard, Alexandria, VA, 22301

Project Description Procurement of Radiation Detection Equipment

Project Dates (Start and End) Mar 2017-Mar 2017 Contract Term(s) Purchase Order Contract Amount \$215,000

Client/Contractor Name Washington DC Metropolitan Police Department, Special Operations Division-Harbor Patrol

Project Manager/Contact Name Sergeant Adam Snapko E-mail Adam.Snapko@dc.gov Ph. No. 202-727-4582

Address 550 Water Street SW, Washington, DC, 20024

Project Description Procurement of Radiation Detection Equipment

Project Dates (Start and End) Aug 2017-Aug 2017 Contract Term(s) Purchase Order Contract Amount \$261,325

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____



City of Long Beach

Department of Financial Management
Purchasing Division
411 W Ocean Blvd. 6th floor, Long Beach, California 90802
p 562.570.6200

July 16, 2021

NOTICE TO PROPOSERS

ADDENDUM NO. 1:

RFP FD21-060

Fireboat CBRN Detection and Telemetry Equipment

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

The City would like to remind Proposers that pursuant to Section 4.1.1 of the RFP, 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 in the RFP, unless confirmed in writing by the City Contact or Alternate City Contact.

The questions are as follows in terms to addendum questions submitted during the questioning deadline:

1) Q: Section 3.1 includes a statement: "The equipment shall be mounted to the exterior of the fire boats and be designed to operate in very harsh conditions, allowing LBFD personnel to respond to operations from within the uncontaminated environment of our Citadel."

a. As stated during the walkdown on 06 July 21, the desire is to not need to position personnel in the potentially contaminated exterior to utilize portable detection equipment; thereby, safeguarding personnel to the maximum extent possible and allowing these personnel to be tasked with other operational responsibilities. Please confirm that this is one of the project objectives.

A: Yes, that is an objective.

b. Lastly, please confirm that some elements of the system (e.g. User Interface) can be placed on the interior to the extent that they support the foregoing objective

A: Correct. Any transmission of readings from exterior mounted equipment will need to be sent to area inside the protected, interior boundaries of our Citadel.

Addendum #1 – RFP No. FD21-060

- 2) Q: **RFP Section 3.2 – Third Party Assessment**, states “the awarded vendor shall be responsible for hiring a Third-Party assessment company...”. a. As asked during the walkdown on 06 July 21, if the proposing company has properly qualified and experienced personnel on staff and can provide documentation of such with appropriate US Government references, clearances, certifications, training and experience, can these in-house technical resources be utilized to perform the assessments?
- A. The City will allow for firms to use internal personnel.
- 3) Q: Please confirm if Department of Defense (DOD) and other US Government program and project related references and experience can be utilized for complying with the project related requirements included in the RFP.
- A. Vendors may use references according to the requirements shown on section 9.3 of the RFP.
- 4) Q: RFP Section 7 – Project Specifications a. As discussed during the walkdown on 06 July 21, we have the ability to integrate the communications from your existing detection equipment that has the necessary communications related capabilities with the new detection system to be installed, if so desired, to maximize the effective use of existing resources. As requested, please provide the listing of existing detection equipment that you would want integrated with the new detection and identification system.
- A.
- The preference is to have the new detection and alerting system remain separate from the current ships AMS alerting panels.
 - If the new system is able to be integrated into our ships AMS alerting system, it would be preferred it be limited to a “Summary Alarm” to show trouble or system fault codes or alerts.
 - Be aware that this integration could require increased wiring and a secondary subcontractor to perform the programming with our AMS system.
- 5) Q: As discussed during the walkdown on 06 July 21, please confirm that the use of a “hard-wired” detection communications system is desired onboard to maximize the effectiveness and reliability of the detection and identification communications with the onboard headend computer to be installed to eliminate the potential problems associated with the reliability and the effectiveness of wireless communications throughout the vessel and the potential for interference and loss of connection.
- A. A hard wired system is preferred
- 6) Q: Please confirm that it would be acceptable to run the detection and identification systems on a continuous basis even while at the dock to maximize the readiness, operational performance and reliability of the systems.
- A. Yes, this would be acceptable.
- 7) Q: For the CWA agents identified in Section 7.2, is detection at the low parts per million (ppm) level acceptable for a unit that has been used in hundreds of similar previous applications?
- A. Yes.

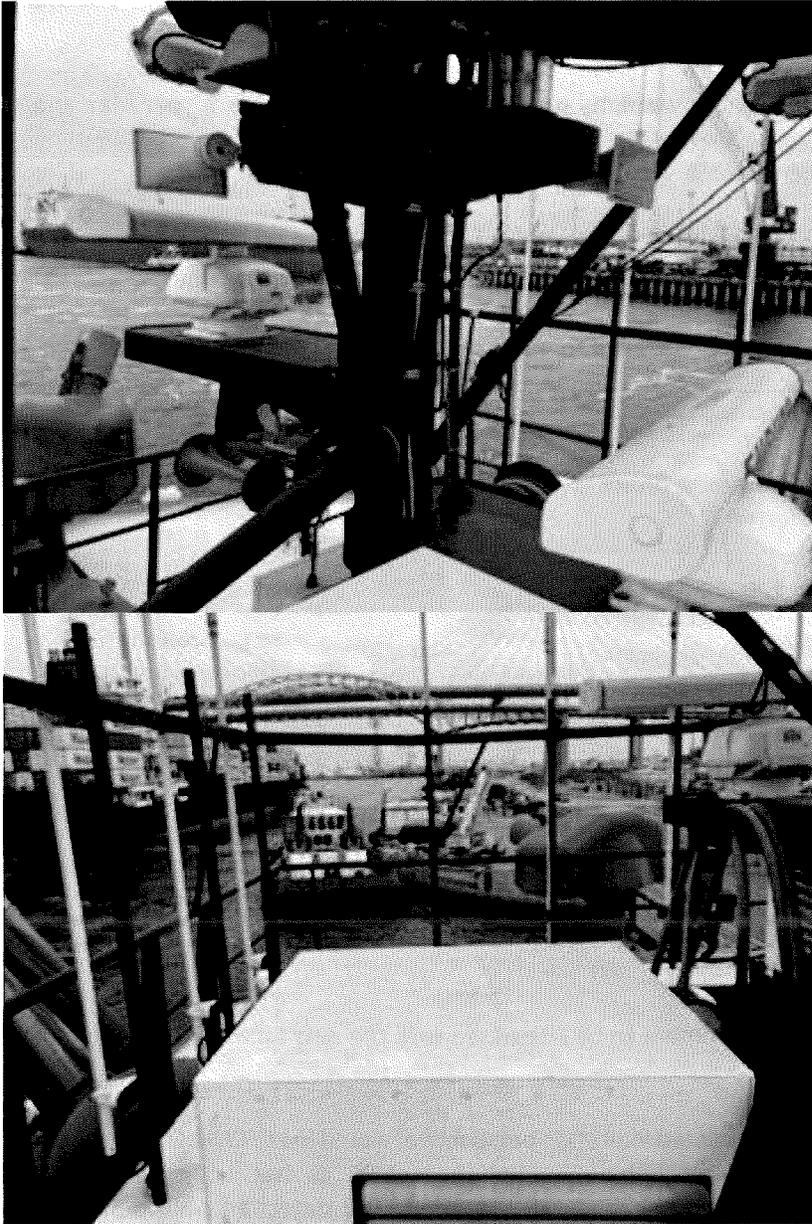
Addendum #1 – RFP No. FD21-060

- 8) Q: **RFP Section 7.3 – Biological Detection (Optional)**. As discussed during the walkdown on 06 July 21, the materials included in Section 7.3 are not biological threat agent materials; and as a result, any biological threat agent material detection, sampling and identification equipment that we would propose would not be targeting the materials that are specified in Section 7.3.
- a. Please confirm that this would be acceptable and if the LBFD decides to include the biological detection option that you would want for us to include biological detection, sampling, analysis and identification equipment that has been specifically designed and fielded for such by the US Government and the Department of Defense.
- A. No, if Bio detection is requested, it would be for detection purposes only. Our HM team would be tasked with sampling, analysis and coordinating identification.
- 9) Q: Please also indicate if a complete Tier-1 biological agent detection trigger, sampling and subsequent laboratory grade analysis and identification system is desired to be quoted as a separately priced option.
- A. No
- 10) Q: Will the link to the video that was to be made of the upper deck area be made available with the answers to the questions so that we can assess the layout of the area, potential use for the mounting of equipment and the specifics associated with the mounting of equipment? *LBFD- Please provide a video taken or photo as requested in the pre-proposal meeting. Thank you- James Vazquez*
- A. Yes. Please refer to Exhibit 1.
- 11) Q: Given the fact that projects of this type are expensive and at times require a multiphase project and implementation approach based upon the availability of funding, can the CITY/LBFD share with us their desired funding related expectations, limitations or caps for the project?
- A: No, not at this moment.
- 12) Q: Is integration with the existing protection systems desired to maximize the situational awareness, Protection Factor (PF), effectiveness and reliability provided by the resulting integrated systems?
- A. It is preferred for this to be a standalone system
- 13) Q: Will the Third-Party Assessment company be considered a Sub Contractor and be required to conform to the Sub Contractor requirements of this project?
- A. The Third-Party assessment will be considered a Sub Contractor and requirements shown on section 9.2 apply.
- 14) Q: Will the CBRN system be operational at all times or turned on in response to an event?
- A. Prefer the system be activated ON a per response basis, due to potential false alarms from port traffic near facility. This would be the preference, but not a requirement.

Addendum #1 – RFP No. FD21-060

- 15) Q: Would a chemical detection UAS be considered as a possible option for this proposal or must all detection equipment be mounted to the boat?
A. Currently due to flight restrictions and permit requirements UAS is not an option and should not be included in this proposal.
- 16) Q: Does Section 8 also need to include any equipment consumables and wireless telemetry service?
A. Yes, please include costs for consumables and wireless telemetry service.
- 17) Q: Please indicate what your maximum warranty option shall be? For example, 5 year Max and/or note minimum.
A. Minimum of 5 years is requested.
- 18) Q: Will the original equipment be addressed or provided in the operational assessment?
A. Fire boats do not have any fixed or permanently mounted equipment at this time.
- 19) Q: Please confirm if communication services are to be included. *LBFD at the time stated Yes; please confirm.*
A. Yes, please include communication services.
- 20) Q: Please confirm if normal programming onsite is preferred.
A. Onsite programming is preferred.
- 21) Q: Please verify the material on the top deck.
A. LBFD staff stated aluminum material is used.
- 22) Q: Please advise if any communication cables may be integrated with the new system:
A: Please keep installation separate from current system.
- 23) Q: Are any panels accessible in the Citadel?
A. No. The area from the main deck and above incorporate the Citadel and due to bulkheads and other vessel electronics every panel will not be accessible.
- 24) Q: Please verify voltage configuration on the vessel.
A. LBFD stated: 480v, 220v, and 120v
- 25) Q: Is there any existing detection equipment to be integrated with the new CBRN equipment?
A: No.
- 26) Q: If required from a project funding related limitation perspective, would the CITY/LBFD be interested in implementing a multiphase project implementation approach, as has been done in past applications, to provide the most effective and reliable integrated detection and identification systems integrated with the existing protection systems when the required funding is available?
A. The City may accept a multiphase project approach.

Exhibit 1





Videos to referencing decking:



IMG_1916.MOV



IMG_1910 (1).MOV

PREPARED BY: James Vazquez, Buyer I

ACKNOWLEDGED BY: Bubble Technology Industries Inc.

Company Name

Lianne Ing

Vice President

Print Name

Title

22-July-2021

Signature

Date

EXHIBIT “A-2”

Scope of Work

SECTION 3: SCOPE OF PROJECT

3.1 Proposed Equipment

LBFD is seeking CBRN and telemetry equipment for FB15 Vigilance and FB20 Protector. In Addendum #1 (Q&A), the City indicated that it would be open to a multiphase project approach. BTI specializes in the development and manufacture of advanced radiation/nuclear (RN) detection systems, used by premier first-responder agencies across North America. **This proposal addresses the RN requirements desired by LBFD with a best-in-class solution that meets the telemetry requirements and that is readily integrable with chemical/biological/multi-gas detection instruments offered by other providers. Technical specifications for the proposed FlexSpec radiation detection equipment are provided in Section 7.**

From an operational standpoint, we believe that LBFD would be well-served by considering the incorporation of FlexSpec radiation detection systems to provide highly effective, intuitive, and field-proven RN detection capabilities on its fireboats. FlexSpec equipment has been selected and deployed by relevant law enforcement and hazmat teams, including the Long Beach Police Department, San Diego Harbor Police, California Highway Patrol, the US Department of Homeland Security's (DHS) Mobile Detection Deployment Units (MDDUs), Washington DC Metropolitan Police Harbor Patrol, Florida Fish and Wildlife, and the Alexandria Fire Department (Marine Operations). In addition, FlexSpec systems have been selected for use in the large-scale DHS Securing The Cities (STC) programs, with mobile, maritime and airborne systems deployed by 13 agencies in the Texas STC program and 10 agencies in the National Capital Region STC program.

This proposal offers two different models of FlexSpec detection systems for LBFD's consideration: 1) the FlexSpec X5400 is a portable detector module that can be mounted on a vessel and easily dismounted for use as a portable/backpack-worn system for on-board searches; 2) the FlexSpec X8400 is a modular system that offers larger detectors for increased standoff detection distances with a system architecture that can accommodate up to 14 detector modules. The cost proposal provides pricing for the X5400, as well as for the X8400 with 2 detector modules and 4 detector modules.

3.2 Third Party Assessment

In Addendum #1, Question 2, the City indicated that firms will be permitted to use internal personnel to conduct the suitability assessment. BTI's internal personnel have NATO Secret clearances and the appropriate technical expertise to conduct this assessment. This includes PhD-level scientists who serve on relevant ANSI standards committees (ANSI N42.32, ANSI N42.34, ANSI N42.35, ANSI N42.42, ANSI N42.43, ANSI N42.48, and ANSI N42.53) tasked with writing and updating the performance standards for radiation detection systems and data protocols for telemetry used in homeland security applications.

It is also worth noting that the first generation FlexSpec Mobile system was evaluated against multiple commercial mobile systems by the DHS National Urban Security Technology Laboratory (NUSTL) through the System Assessment and Validation for Emergency Responders (SAVER) program and was ranked #1, receiving an outstanding evaluation for both performance and usability by first responders. The current generation of FlexSpec systems provide enhanced features and increased modularity for even more versatile deployment configurations.

EXHIBIT “B”

Cost/Rates

July 15, 2022

City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802
 Attn: James Vazquez, Buyer
 Tel: 562-570-5384

Dear Mr. Vazquez:

Re: Amendment #2 to Cost Proposal in Response to RFP No. 21-060 for Fire Boat CBRN Detection & Telemetry Equipment – Update for Bonds

In response to the request by the City of Long Beach, Bubble Technology Industries Inc. (BTI) is pleased to provide this cost proposal, **inclusive of the premiums for the required performance and labor/material bonds**, for Fire Boat CBRN Detection & Telemetry Equipment for the Long Beach Fire Department (LBFD). As required by the RFP, the corresponding technical/narrative proposal was provided as a separate document.

This cost proposal addresses the RN requirements desired by LBFD with a best-in-class solution that meets the telemetry requirements and is readily integrable with chemical/biological/multi-gas detection instruments offered by other providers.

Pricing is provided for the following:

- FlexSpec X8400 Maritime 4GN (four gamma/neutron detector modules).

Table 1 summarizes the total cost for Fire Boat 15 (Vigilance) and Fire Boat 20 (Protector). Pricing for optional training and extended warranties/service contracts is provided in **Table 2**. As described in the technical/narrative proposal, the third-party assessment will be performed by qualified, internal personnel.

TABLE 1. COST SUMMARY TABLE BY FIREBOAT (EQUIPMENT AND INSTALLATION)		
Fireboat 15 (Vigilance)		Total Cost (USD)
System:	FlexSpec X8400 Maritime 4GN	\$ 193,500.00
Fireboat 20 (Protector)		Total Cost (USD)
System:	FlexSpec X8400 Maritime 4GN	\$ 193,500.00

Table 2 provides the cost details for the FlexSpec X8400 – Maritime 4GN and shows the costs for training, 5 year service contracts, and the performance and labor/material bonds required by the City of Long Beach.

TABLE 2. FLEXSPEC X8400 - MARITIME 4GN		
Quantity	Description	Unit Price (USD)
1	FlexSpec X8400 - Maritime 4GN for Fireboat 15	\$ 184,500.00
1	FlexSpec X8400 - Maritime 4GN for Fireboat 20	\$ 184,500.00
	Each kit includes:	
	1 FlexSpec X8000 Series Control Module	
	4 FlexSpec X8400 Gamma Neutron Module	
	1 Power Supply - 100/240VAC to 24VDC adaptor, 5P	
	1 Cable - DC Power, Vehicle/Vessel to FlexSpec, 5P	
	1 FlexSpec X8000 - GPS Receiver	
	1 Remote Switch - For X8000 Series Systems	
	1 Cable - Cat6 M12 X-Code to RJ45 C	
	4 Cable - Cat6 M12 X-Code to M12 X-Code	
	1 FlexSpec X8400 Maritime Installation Kit (2GN)	
	1 Computer - Ruggedized 2-in-1 Toughbook CF33	
	1 Computer - Lite Keyboard for CF-33	
	1 Automotive - DC to DC Converter for ToughBook 31/33	
	1 Software - FlexSpec Mobile	
	1 Manual - FlexSpec Mobile	
	1 Standard one year warranty	
	2 Transport Case	
	1 Shipping & Handling	
1	Installation of FlexSpec X8400 Maritime on Fireboat 15	\$ 9,000.00
1	Installation of FlexSpec X8400 Maritime on Fireboat 20	\$ 9,000.00
	Total Equipment and Installation:	\$ 387,000.00
1	Training for Fireboat 15 Crew	\$ 5,300.00
1	Training for Fireboat 20 Crew	\$ 5,300.00
1	5-year Service Contract (for 4GN system) Fireboat 15	\$ 42,300.00
1	5-year Service Contract (for 4GN system) Fireboat 20	\$ 42,300.00
1	Set of Bonds (Performance and Labor/Material) to cover all work associated with ONE Fireboat.	\$ 6,789.00
	Total with Training, Extended Warranty, and Bonds:	\$ 488,989.00



If the City would like any additional information or cost clarifications, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lianne D. Ing', with a horizontal line underneath.

Lianne D. Ing, Vice President
Bubble Technology Industries Inc.
Office: 613-589-2456, Cell: 613-585-2841
Email: ingl@bubbletech.ca

EXHIBIT “C”

City’s Representative(s):

David Honey, Manager

Office: 562.570.2517

David.Honey@longbeach.gov

Jon Daniels, Captain

Office: 562.570.1215

Jon.Daniels@longbeach.gov

Paul Alvarado, Assistant Fire Chief

Office: 562.570.2586

Paul.Alvarado@longbeach.gov

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

Scott Beauchamp
Office: 613.589.2456
sales@bubbletech.ca

Lianne D. Ing, Vice President
Office: 613.589.2456
ingl@bubbletech.ca

PERFORMANCE BOND
(Bond for Faithful Performance)

Performance Bond No.
800144389 / 902004398

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to Bubble Technology Industries Inc. designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

Request For Proposals no. FD21-060 for the supply of Fire Boat Radiation Detection Equipment
as described in Specification No.: _____, Addenda/Addendum No. _____ and related drawings.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and, **Atlantic Specialty Insurance Company** an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of Two-Hundred and Forty-Seven Thousand, Eight-Hundred and Eighty-Nine Dollars (\$247,889 US D) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

WHEREAS the Principal has entered into a written multi-year contract with the Obligee, dated the 21st day of July, 2022, for a contract resulting from Request For Proposals no. FD21-060 for the supply of Fire Boat Radiation Detection Equipment, for the term of May 10, 2022 to May 10, 2023 (hereinafter referred to as the "Contract") and a Contract price of \$247,889 USD.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform that portion of the Contract that corresponds with the Initial Term or Renewal Term (as those terms are defined herein), as the case may be, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

1. The term of this Bond is for the period beginning on May 10, 2022 and ending on May 10, 2023 (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"). Any such extension of the Initial Term or a Renewal Term shall be effective upon delivery to the Obligee of the Surety's form of renewal certificate signed and sealed by the Principal and the Surety (the "Renewal Certificate"). This Bond shall expire on the anniversary of the end of the Initial Term or, if extended, the Renewal Term.
2. The Surety shall not be liable and no right of action or claim shall accrue on this Bond as a result of:
 - (a) the expiry of the Initial Term or Renewal Term, as the case may be, notwithstanding that such expiry of the term of this Bond may constitute a failure by the Principal, directly or indirectly, to promptly and faithfully perform any provision of the Contract; or
 - (b) any default that occurs after, or extends beyond, the expiry of the Initial Term or Renewal Term as the case may be.
5. It is a condition of this Bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the expiry of the Initial Term or the last Renewal Term; or (2) the date on which the Principal is declared in default by the Obligee.
6. The Surety shall not be liable for a greater sum than the Bond Amount.
7. The Bond Amount is not and shall not be deemed to be cumulative in the event the Bond is extended for a Renewal Term(s).
8. If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.
9. Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.
10. Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond.

In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Oblige upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

11. If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Oblige to the Surety demanding that the Surety perform its obligations under this Bond, and the Oblige shall be entitled to enforce any remedy available to Oblige.

12. The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Oblige is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Oblige's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 14th day of September, 2022.

<u>Atlantic Specialty Insurance Company</u>	<u>Bubble Technology Industries Inc.</u>
By: <u>[Signature]</u> Name: <u>Lora O'Brien</u> Title: <u>Attorney-in-Fact</u> Address: <u>605 Highway 169 North, Suite 800</u> <u>Plymouth, MN 55441</u> Telephone: <u>(781) 332-7000</u>	By: <u>[Signature]</u> Name: <u>LIANNE ING</u> Title: <u>VICE PRESIDENT</u> By: <u>[Signature]</u> Name: <u>HARRY ING</u> Title: <u>President</u>
<u>[Signature]</u> Name: <u>THOMAS EARL REING</u> Title: <u>Attorney-in-Fact</u> <u>[Signature]</u>	

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

SEPTEMBER 29, 2022 October 4, 2022

Approved as to form.	Approved as to sufficiency.
By: <u>[Signature]</u> Name: <u>CHARLES PARKIN</u> Title: <u>Deputy City Attorney</u>	By: <u>[Signature]</u> Name: <u>Sandra F. Johnson</u> Title: <u>City Manager/City Engineer</u>

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

ACKNOWLEDGEMENT

Province of Ontario
County of Renfrew

On 09/21/2022 before me, Thomas Earl Roche
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)
Thomas Earl Roche

THOMAS EARL ROCHE
Notary Public in and for
Province of Ontario

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Michigan
County of Macomb)

On 9/14/2022 before me, Debra Watterson
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Debra Watterson (Seal)
Debra Watterson

Debra Watterson
Notary Public, State of Michigan
County of Macomb
My Commission Expires January 9, 2023
Acting in the County of Macomb



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Debra Watterson, Lora O'Brien, Edward DeVries, Dwight Teter, Kathleen Runestad, Katie Coalson, Montana Cenace, Olga Tasselmyer, Rosalin Camarillo, Rebekka Winklepleck, Sherri Szajner**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

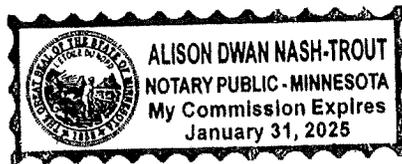
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 14th day of September, 2022.



Kara Barrow
Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025



Atlantic Specialty Insurance Company
Period Ended 12/31/2021

Dollars displayed in thousands

Table with 2 columns: Admitted Assets and Liabilities and Surplus. Rows include Investments (Bonds, Preferred Stocks, etc.), Total Admitted Assets, Liabilities (Loss Reserves, etc.), Total Liabilities, Capital and Surplus, and Total Liabilities and C&S.

State of Minnesota
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2021, according to the best of my information, knowledge and belief.

[Signature of Kara Barrow]
Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 14th day of March, 2022.

[Signature of Kerri Riechers]
Notary Public



My Commission Expires January 31, 2025