

This project will be awarded to a successful CONTRACTOR who will be responsible for the ongoing support of the camera system described within this Request for Proposal. A successful CONTRACTOR will demonstrate system support and maintenance capabilities with an office and permanent technical support staff capable of responding to the City within the times specified in Attachment A: Scope of Work. Respondents to this RFP should demonstrate knowledge and expertise in microwave communications and camera system design.

The successful CONTRACTOR will be awarded a one (1) year agreement with the City, with an option to extend for an additional one (1) year. City may terminate any agreement with 60 days written notice.

CONTRACTOR shall provide all labor, tools, materials, equipment, non-consumable supplies, transportation, and every other item of expense necessary to provide maintenance of the Video Policing System that is located at Gardena Police Department, 1718 West 162nd Street, Gardena, CA 90247 and G-Trans, 13999 South Western Avenue, Gardena, CA 90247. Bidders must refer to "Attachment A: Scope of Work" for complete description of services.

C. PREVAILING WAGE REQUIREMENTS

Installation, maintenance, and repair services provided under this contract are subject to the minimum wage requirements of California Labor Code 1771. CONTRACTOR and its subcontractors shall pay not less than the minimum as determined by the State Director of Industrial Relations which are available at the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed.

Contractor Registration

All contractors and subcontractors that shall perform work under this contract must be registered with the DIR pursuant to Labor Code section 1725.5 to submit a bid, be listed on a bid, or engage in the performance of work for this project, with the exception that an unregistered contractor that has submitted a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5 shall not be in violation of the law and shall be eligible for award so long as the contractor is registered at the time the contract is awarded. City shall not accept a bid or enter into a contract without proof of registration for both contractors and subcontractors.

Certified Payroll Requirements

Contractor must submit certified payroll reports to the DIR electronically each week in a format prescribed by the Labor Commissioner that contains not less than the information set out in Labor Code Section 1776. Unless another verification form is required by the Labor Commissioner, each payroll record must be verified using the verification form set out in the regulations implementing Labor Code Section 1776. [See Title 8, California Code of Regulations, Section 16401]. Contractor is responsible for submission of copies of payroll records of all subcontractors.

D) Bidder Minimum Qualifications

The following requirements shall be the minimum standards for a CONTRACTOR to be considered as qualified to provide services under this contract, and shall be a prerequisite to any award:

The CONTRACTOR shall have experience and certification in designing, selling, installing, maintaining and repairing of an IndigoVision Video Surveillance Systems (IVSS) in an enterprise environment for a minimum of at least three (3) consecutive years as of release date of this RFP.

The CONTRACTOR must be a certified IndigoVision integrator and have a minimum of two references in their portfolio that use an IndigoVision VMS.

The CONTRACTOR shall be capable and willing to respond on-site within two (2) hours in the event an emergency service call is placed.

The CONTRACTOR at a minimum must be able to provide three (3) references of enterprise size contracts currently held by the CONTRACTOR that at a minimum include 40 cameras and a VMS system. At least two (2) references must include systems with centralized viewing within an Emergency Operation Center.

The CONTRACTOR must have a minimum of five (5) years experience in the installation of integrated video surveillance systems, with a minimum of three (3) years experience in the installation of integrated video surveillance systems with "Public Safety." "Public Safety" is defined as law enforcement agencies and not private security deployments.

The CONTRACTOR must have experience in the following areas:

- Installing, maintaining, and repairing radio equipment from companies such as, but not limited to, Firetide, Motorola, and BridgeWave.
- Deploying License-Free and Licensed wireless wide area networks
- Working with public safety band wireless equipment operating at 4.9 Ghz
- Long range wireless point-to-point deployments over 3 miles
- Point to point wireless infrastructure design and concepts
- Video integration into an enterprise network
- Enterprise network architecture and design concepts
- Enterprise video network architecture and design
- Interior and exterior camera selection, placement and configuration in secure environments
- Relevant broadcast protocols such as multicast

The CONTRACTOR must have Manufacturer's certification for the following aspects of the proposed system:

- Network infrastructure
- Wired and wireless portions of the proposed solution
- Surveillance system hardware and software
- IndigoVision certification

The CONTRACTOR shall be certified by the manufacturer to resell, install and configure proposed equipment.

The CONTRACTOR shall be licensed, at a minimum, as a Class C-7, Low Voltage Contractor by the California State Contractors License Board.

The CONTRACTOR shall assign an engineer to City who has been certified on IndigoVision.

The CONTRACTOR shall be able to respond to calls for service within the prescribed Response Times (see Attachment A: Scope of Work for more information).

The CONTRACTOR's officers and employees must successfully pass a criminal background check.

The CONTRACTOR shall submit the License Verification and license number for bidder and for each proposed Key Subcontractor as part of the Bid Proposal on the Company Profile form included in the RFP. Duplicates of the form may be made for each Key Subcontractor.

The CONTRACTOR shall maintain a valid Gardena Business License for the duration of this Agreement.

E) Bid Requirements and Information

There is a **mandatory** walk-through/bid conference on **March 7, 2019 at 9:00 am**. The pre-bid conference will begin at the Gardena Police Department, located at 1718 West 162nd Street, Gardena, CA 90247. Immediately following the presentation at the Gardena Police Department, the conference will move to GTrans, located at 13999 South Western Avenue, Gardena, CA 90247. At this mandatory walk-through/bid conference, additional documents will be provided to all bidders with further information of camera locations throughout the City.

Any requests for information concerning this RFP must be submitted in writing, and any substantive replies will be issued as a written addendum and emailed to those who attend the mandatory walk-through/bid conference. All questions must be submitted by **March 11, 2019 at 12:00 pm**. Questions raised at the pre-bid conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-bid conference, it will also be memorialized in a written addendum to this RFP posted and emailed as prescribed above.

F) Contract Award

Based on bids received in response to this RFP, an array of factors may be used in selecting the contractor. This RFP does not in any way limit the City of Gardena's right to solicit contracts for similar or identical services, if, in the City of Gardena's sole and absolute discretion, it determines bids received are inadequate to satisfy its needs.

G) Submission Requirements

1. Time and Place for Submission of Bids

Bids must be received by **1:00 pm, PST, on April 4, 2019 via Planet Bids.**

Bids that are submitted by fax, email or hard copy will not be accepted. Late submissions will not be considered.

2. Price Proposal

The City of Gardena intends to award this contract to the CONTRACTOR that it considers will provide the best overall services. The City reserves the right to use an array of factors in selecting the CONTRACTOR, and to reject any bids that are not responsive to this request.

The City is requesting bid proposals for **(see Attachment B):**

- Fixed Cost

- Preventative Maintenance which includes a full system wellness check (including ensuring required storage on all NVRs) every other month.

- Camera cleaning of all camera locations two (2) times per year

- All-Inclusive Hourly Billing Rate for Services

- Please provide the all-inclusive hourly rate, and a complete breakdown of the hourly cost billing rate in accordance with the worksheet set forth in **Attachment C.**

The City intends to pay the CONTRACTOR for all services required under the contract based on a single all-inclusive rate for inspections and an hourly rate that will encompass all of the CONTRACTOR's labor, costs, overhead and profit.

The approved all-inclusive hourly rate will be specified in the contract, and shall remain in effect to the conclusion of the contract. Pricing for the optional second year extension should also be specified, if applicable, in this bid response.

Attachment A: Scope of Work

The Scope of Work that follows is to be used as a general guide and is not intended to be a complete list of all work necessary for our Video Policing System. CONTRACTOR's are to provide all labor, materials, tools, supplies, equipment and supervision necessary to provide Video Policing System Camera System Maintenance at the Gardena Police Department and GTrans. Services shall include the following:

1. Repair Services

The CONTRACTOR shall follow up immediately with an investigation of any reported or observed equipment malfunction. Equipment malfunction is defined as the inability of the individual components, subassemblies, or major parts of the system to perform their specific functions, including equipment failure caused by actions of operational personnel, the public or environmental conditions. If it is determined that the cause of the problem is something other than equipment or system issues, the CONTRACTOR will notify a City of Gardena representative. The City will require a root cause analysis of any repair services in order to ensure that the cause of the problem has been addressed and resolved prior to completion of the repair. Unscheduled maintenance shall include inspections and tests required to determine the extent of any equipment malfunction, as well as the repair required to correct the problem.

2. Replacement Services

Various components and equipment may require replacement during the term of the contract. All labor associated with the replacement, upgrade or enhancement of the equipment shall be billed at the labor rates outlined in the CONTRACTOR's fee schedule on Attachment C. The CONTRACTOR will be responsible for providing any replacements to the components of any part of the system. Any components that cannot be replaced using the exact same make and model will require prior approval by the City in order to ensure that a similar replacement is used. All replacements parts must be non-proprietary. The CONTRACTOR shall provide a work order with pricing for replacements, updates, and moves, in line item or unit pricing format, prior to any work being performed. The pricing estimate, at a minimum, must include: a description of the work to be performed, a complete equipment list with related prices for each item, estimated labor hours, and any equipment required to complete the work. Any work performed by a sub-Contractor must also use the same format. Lump sum pricing will not be accepted.

All replacements must be installed within two weeks of authorized work order, unless pre-approved by City of Gardena representative. Any delay beyond the pre-approved replacement two week time period shall be subject to \$100 per day liquidated damages.

3. Installation Services

The City of Gardena may request the CONTRACTOR to install new Video Policing Cameras within City of Gardena's property. As part of the scope of work, the CONTRACTOR shall provide the City of Gardena with system design services, which shall include but not be limited to hardware and software recommendations that will meet the City of Gardena's goals and objectives for the new system. Installation of cameras, servers, switches and cabling and other components which have been deemed necessary must be approved by the City of Gardena prior to any purchases, installation or integration into the City of Gardena's Video Policing System. The CONTRACTOR agrees to coordinate and facilitate any upgrades to the Video Policing System with the City of Gardena prior to any installation.

All new installations shall be inspected by a City of Gardena representative or his/her designee for quality of workmanship and component and system functionality. The CONTRACTOR shall be responsible for any corrections to the installations that result from poor workmanship or non-adherence to City, state, and/or federal standards. The CONTRACTOR shall provide a cost bid work order for new system installations prior to any work being performed. All components proposed and installed must be non-proprietary. The bid shall include at a minimum: a description of the work to be performed, a complete equipment list with related prices for each item, estimated labor hours, and any equipment required to complete the work. Any work performed by a sub-Contractor must also use the same format. Lump sum pricing will not be accepted.

All installations must be completed within two weeks of authorized work order, unless pre-approved by City of Gardena representative. Any delay beyond the pre-approved replacement two week time period shall be subject to \$100 per day liquidated damages.

4. Preventative Maintenance

The CONTRACTOR will assume all responsibilities on providing the City of Gardena with a plan for preventative maintenance for all cameras, servers, storage devices and Video Policing System components. This will include cleaning of all camera lenses and domes where applicable two times per year, and scheduling and coordinating refreshes of servers, routers, switches, and cameras as needed. Responsibilities include ensuring that all licensing and service maintenance agreements with any of our Video Policing System components remain valid and current throughout the duration of the contract. The CONTRACTOR is responsible for maintenance of all Servers, Storage Devices, Switches, Routers, Cameras, Cabling and any other components deemed part of the City of Gardena's system.

The CONTRACTOR will assume responsibility for providing a comprehensive backup solution of all critical software/data components of the City of Gardena's Video Policing System, to include all SQL Databases and configuration components.

The CONTRACTOR is responsible for ensuring that the SYSTEM complies with ALL retention schedules (366 days for the jail and 30 days for all other locations). CONTRACTOR shall perform a health assessment on the whole SYSTEM and ensure NVR's meet retention deadlines every other month (July, September, November, January, March, May).

5. Training

The CONTRACTOR will be responsible for providing training to City of Gardena staff on the different components of the system. The CONTRACTOR agrees to provide training on any changes made to any servers, switches or cameras as well as any hardware and software changes made to the Video Management System (VMS). Training shall include a complete overview and introduction of our current system identifying possible single points of failure and areas of future concern. Training shall also include specific component overviews in order to familiarize City staff with all the components of the system, as well as any troubleshooting techniques that can be used in order to prevent a future service call. Training will include an overview of our current Video Management System (VMS) and also training in conjunction with any upgrades done to our current VMS.

6. Design

The CONTRACTOR will be responsible for providing the City with design documentation on all existing, and/or new components pertaining to the Video Policing system. These design documents shall be all inclusive and include specific information pertaining to their location, make and model, component name, cabling routes, connection type and date of installation. The CONTRACTOR hereby agrees, all present and future designs for the City of Gardena once submitted become property of the City of Gardena.

7. Warranty

The CONTRACTOR will assume and provide an itemized warranty for all existing components of the City of Gardena Video Policing System. Warranty information shall be included for the following: hardware, software, licensing, service maintenance agreements, hardware maintenance agreements, and any other components deemed necessary by the City of Gardena. The selected CONTRACTOR shall detail, in its bid, the proposed warranty and support services they will provide pertaining to specific components currently existing within the City of Gardena Video Policing System. Additional information pertaining to specific components in use at the City of Gardena will be provided in the mandatory pre-bid meeting since it is considered Sensitive Security Information (SSI).

8. Response Requirements

The CONTRACTOR will be required to meet specific response requirements in order to be considered for this bid. The CONTRACTOR shall supply the City of Gardena with names (minimum of three of the CONTRACTOR's representatives) and phone numbers to contact for Emergency Service Calls. The CONTRACTOR's representatives shall be available twenty four (24) hours per day, seven days per week to receive Emergency Service Calls.

The CONTRACTOR will be responsible for providing the City of Gardena with the following pertaining to service calls: direct telephone assistance, direct on-site assistance, assistance via VPN, and technical expertise and Contractor services. All service calls shall be coordinated with a City of Gardena representative and an estimated time of completion shall be communicated for each service call.

The CONTRACTOR will be responsible with providing the City of Gardena with pricing pertaining to the following levels of service pertaining to service calls for the System. Pricing pertaining to each level of response shall be included in the CONTRACTOR's submittals.

1. **Emergency Service Calls** – Calls that warrant immediate repair, as determined by a City of Gardena representative or his/her designee will require that a qualified service representative arrive on site within two hours from the time the call is acknowledged by the service representative via telephone.
2. **Urgent Calls** – Urgent calls, as determined by an City of Gardena representative or his/her designee, shall be acknowledged by phone or email within one hour and, at the discretion of the City of Gardena representative or his/her designee, response may be deferred to the start of the following business day.
3. **Routine Calls** – Routine calls, as determined by an City of Gardena representative or his/her designee, shall be acknowledged by phone or email within two hours and, at the discretion of the City of Gardena representative or his/her designee, response may be deferred longer than one business day, but not to exceed two business days.

The above mentioned shall remain current at all times. Any changes shall be forwarded to the City of Gardena in writing twenty four (24) hours in advance of any such change and must be pre-approved by the City of Gardena.

During the contracted maintenance period, CONTRACTOR shall follow the maintenance terms as specified in the respective manufacturer's maintenance manual for system component maintenance; including using manufacturer's approved replacement parts.

During the maintenance period, CONTRACTOR shall maintain locally, or available by next business day, a readily available supply of system spare parts in adequate quantity to ensure the rapid replacement of any system-related component(s) that may fail. The City's Project Coordinator, or its designee, may maintain a supply of spare cameras and system components at their sole discretion.

The CONTRACTOR must be able to VPN in to assess and address (if necessary) any issues.

9. Documentation Requirements

The CONTRACTOR will be required to provide the City of Gardena with a service call management solution that will ensure that all service calls performed in the City are tracked and recorded in order to assist with the management of the contract. The service management solution should at a minimum allow the City of Gardena to administer work orders, attach root cause analysis documentation, and have the ability to attach invoicing information that will allow key members of the City of Gardena to access information in order to easily manage the contract. Access to the service call management solution should at a minimum be provided to City of Gardena personnel managing this contract. It is highly desirable that this management solution be a web-portal allowing the City of Gardena the ability to place work orders and monitor all service activity directly online.

10. CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR shall upon arrival perform the following tasks:

- A. Notify the Project Coordinator prior to commencing work
- B. Sign in at designated area.
- C. Perform all work as outlined in the Scope of Work.
- D. Submit to the City of Gardena a time sheet with a detailed description of all tasks or work completed.
- E. Sign out upon departure from the City facility.

11. TOOLS

CONTRACTOR shall:

- A. Supply all tools required to inspection and/or repairs and maintenance tasks and work.
- B. Ensure that all tools remain in CONTRACTOR'S possessions at all times and shall not be left unattended.
- C. Ensure that all tools and equipment are removed from the work site at the end of each task or work day.

12. DAMAGES

CONTRACTOR shall:

- A. Repair any damage, should it occur during the inspection and testing process using City of Gardena approved materials and procedures.

B. City of Gardena Project Coordinator or designee shall make final approval and acceptance of repairs to restore all facilities.

13. UNSATISFACTORY OR NON-PERFORMED WORK

CONTRACTOR shall:

A. Correct any work deemed unsatisfactory or non-performed work by the City of Gardena Project Coordinator and at CONTRACTOR'S expense.

B. Be given written notice of observed unsatisfactory or non-performed work either by email or by letter. The letter heading will state "Notice of Default".

C. Have seventy two (72) hours to re-perform unsatisfactory or non-performed work.

Attachment B: Contractor's Pricing

All-inclusive inspection rates, and a complete breakdown of the hourly cost billing rate.

I. Compensation: This is a Fixed Fee, time and materials CONTRACT between City of Gardena and CONTRACTOR for Video Policing System Service, Inspections, and Repair as set forth in the Scope of Work. CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing, labor and materials required, insurance requirements, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by CONTRACTOR of all its duties and obligations hereunder. CONTRACTOR shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work.

II. Fees and charges: City of Gardena will pay the following fixed fees in accordance with the provisions of this CONTRACT. CONTRACTOR shall perform the requested services as described in Attachment A – Scope of Work.

Time: Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to- portal basis, and shall be computed to the nearest one quarter (1/4) hour.

List of Warranty Items will be provided at the Mandatory Bid Meeting on March 7, 2019.

Materials: CONTRACTOR must supply backup paperwork or evidence for all materials purchased. CONTRACTOR shall not mark-up the cost of any materials greater than 5%.

Cost Plus 5 % Mark-up

Cost Plus 0 % Discount

Note: Applicable sales tax shall be billed when invoicing.

Preventative Maintenance:

Quarterly Camera Cleaning Service
Two (2) times a year

System Health Assessment
Six (6) times a year

III. Invoicing: Invoices are to be submitted in arrears, after services have been provided, to the address specified below. Payment will be Net 30 days after receipt of an invoice in a format acceptable to the City of Gardena and verified and approved by the agency/department and subject to routine processing requirements. City of Gardena's Project Coordinator, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Accounts Payable Department for processing of payment. The responsibility for providing an acceptable invoice to the City of Gardena for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction. Billing shall

cover services and/or goods not previously invoiced. CONTRACTOR shall reimburse the City of Gardena for any monies paid to CONTRACTOR for goods or services not provided or when goods or services do not meet the CONTRACT requirements.

Payments made by the City of Gardena shall not preclude the right of the City of Gardena from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the goods or services.

1. CONTRACTOR'S name and address
2. CONTRACTOR'S remittance address (if different from above)
3. CONTRACTOR'S Federal I. D. number
4. City of Gardena PURCHASE ORDER number
5. Service date(s)
6. Service description
7. Breakdown of cost
8. Hourly rate
9. Copy of signed City of Gardena Time Sheet
10. List of Materials, Equipment, and/or Permits plus mark-up
11. Total

Upon satisfactory delivery of goods and services, CONTRACTOR shall submit an itemized invoice to:

City of Gardena
1718 West 162nd Street
Gardena, CA 90247
Attention: Video Policing System Project Coordinator

ATTACHMENT C: FORMS
**(TO BE SUBMITTED WITH RFP
RESPONSE)**

ATTACHMENT C: CONTRACTOR'S PROPOSED PRICING

PREVENTATIVE MAINTENANCE PROGRAM FOR CITY OF GARDENA		
Submitted By: <u>Datagear Inc.</u> (Contractor Name)		
Camera Cleaning (2 Times Per Year) (includes labor, vehicles, tools and materials)	Cost Per Year	
Camera Cleaning 166-Cameras / 96 Man Hours / 7days	\$ 17,184.00	
System Health Assessment (6 Times Per Year) (IT Specialist who is certified in IndigoVision, networking, wireless, etc. will perform various health checks and corrective adjustments to VMS, storage, cameras, encoders, network, etc.)	Cost Per Year	
System Health Assessment 8 Hours @ \$ 100.00 per HR x 6	\$ 4,800.00	
Type text here		
Service Calls: Time & Materials Basis (includes vehicles and tools)		
Technician	\$ 85.16	/hour
IT Specialist	\$ 100.00	/hour
Insert Any Additional Personnel Admin . Person	\$ 65.00	/hour
New Installations: Time & Materials Basis (includes vehicles and tools; quotes will be provided for specific materials)		
Installers	\$ 89.46	/hour
IT Specialist	\$ 100.00	/hour
Project Manager	\$ 189.00	/hour
Assessment of GTRANS camera locations		
Please propose methodology and fees associated with a full-system assessment for camera locations, equipment, etc. This shall be proposed as a flat-fee cost.	\$ 715.00	

Cost Plus 5 % Mark-up

Cost Plus 0 % Discount

ATTACHMENT C: COMPANY PROFILE & REFERENCES

COMPANY PROFILE

Company Legal Name:

Datagear Inc.

Company Legal Status (Corporation, partnership, sole proprietor, etc.):

C-Corporation

Active licenses issued by the California State Contractor's License Board:

C-10 Electrical Contractor / License # 1004304

Business Address:

500 W. Dyer Road Santa Ana, Ca. 92707

Website Address:

WWW.Datagear Inc.

Telephone Number () 714-556-5055 Fax Number : () 714-556-5077

Email Address: Lcoffey@datagear.com

Length of time the CONTRACTOR has been in business: 22 Years

Length of time at current location: 8 Years

Is your CONTRACTOR a sole proprietorship doing business under a different name:

XXXXXX Yes XXXXXX No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your CONTRACTOR incorporated: XXXXXXXX Yes XXXXXX No

If yes, State of Incorporation: California

Federal Taxpayer ID Number:

95-4676045

Regular Business Hours: 8 A.M. to 5 P.M. Monday to Friday

Regular Holidays and hours when business is closed:

Honor all Federal Holidays / After Hour Service 24 HR

Contact person in reference to this solicitation:

Lee M. Coffey

Telephone Number: () 714-556-5055 Fax Number: () 714-556-5077

Email Address:

Lcoffey@datagear.com

Contact person for Accounts Payable: **Sharon Becker**

Telephone Number: () 714-556-5055 Facsimile Number: () 714-556-5077

Email Address: Sbecker@datagear.com

Name of Project Manager:

Ian Pedrosa

Telephone Number: () 714-556-5055 Fax Number: () 714-556-5077

Email Address:

lpedrosa@datagear.com

In the event of an emergency or declared disaster, the following information is required:

Name of contact during non-business hours:

Lee M. Coffey

Email Address: Lcoffey@datagear.com Cell Number: 714-865-7317

Telephone Number: () 714-556-5055 Fax Number: () 714-556-5077

REFERENCES

Submit the company names, addresses, telephone numbers, contact names, and brief contract descriptions of at least three clients for whom comparable projects have been completed or submit letters from your references which include the requested information (attach additional sheets if necessary).

Name of Reference:

Port of Long Beach Homeland Security Coordination Section

Address: 1249 Pier F Avenue, Long Beach Ca. 90802

Contact Name: Chris Samayoa Title: Manager of POLB Security IT

Telephone Number: () 562-283-7827 / Cell # 562-519-3081

E-Mail Address: chris.samayoa@polb.com

Contract Title/Number: HD-8564 Contract Value: \$ 998,634.00

Contract effective Dates: 1-25-2016 to 2-28-2017

Brief description of all required and related services performed/goods provided:

Design and install wireless backbone to support security system

Name of

Reference: City of Anaheim

Address: 200 S. Anaheim Blvd. Anaheim ca. 92805-3820

Contact Name: Clarence Choe

Title: Water Plant Engineering

Telephone Number: () 714-765-4555

E-Mail Address: CChoe@anaheim.net

Contract Title/Number: 521-392986 Contract Value: \$ 34,281.97

Contract effective Dates: 5-30-2018 to 7-1-2018

Brief description of all required and related services performed/goods provided:

Configure and install replacement camera's throughout entire city and parks.

REFERENCES

Submit the company names, addresses, telephone numbers, contact names, and brief contract descriptions of at least three clients for whom comparable projects have been completed or submit letters from your references which include the requested information (attach additional sheets if necessary).

Name of Reference:

Port of Long Beach Homeland Security Coordination Section

Address: 1249 Pier F Avenue , Long Beach Ca. 90802

Contact Name: Chris Samayoa Title: Manager of POLB Security IT

Telephone Number: () 562-283-7827 Cell# 562-519-3081

E-Mail Address: chris.samayoa@polb.com

Contract Title/Number: HD-8927 Contract Value: \$ 566,867.92

Contract effective Dates: 4-6-2018 to 10-17-2018

Brief description of all required and related services performed/goods provided:

Design and install Maritime Awareness Hotsite / JCC Back up Command CTR

Name of

Reference: City Of Needles / El Garces National Historic Monument

Address: 950 Front Street , Needles California 92363

Contact Name: Tammy Ellmore

Title: City Engineer

Telephone Number: () 760-326-5740 X-150

E-Mail Address: ndlsgis@citlink.net

Contract Title/Number: Security Cam Contract Value: \$ 30,000.00

Contract effective Dates: 2-13-2018 to 5-9-2018

Brief description of all required and related services performed/goods provided:

Design and install complete security camera system to guard national historic site

ATTACHMENT D: SAMPLE CONTRACT

**AGREEMENT BETWEEN THE
THE CITY OF GARDENA
AND
(CONTRACTOR)
FOR MAINTENACE AND REPAIR SERVICES**

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and _____ ("Contractor"), a consulting firm. Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

A. City is desirous of obtaining services necessary to maintain and repair the Video Policing System.

B. Contractor is qualified by virtue of experience, training, education and expertise to provide these services.

C. City has determined that _____ (CONTRACTOR) is the lowest responsible bidder for the execution of this Agreement.

2. Services.

A. The services to be performed by Contractor shall consist of the work as described in the Request for Proposals (RFP) for Video Policing System Maintenance and Repair # 19-05.

B. The Services shall be performed in accordance with the RFP set forth in Exhibit A and incorporated herein by reference. Contractor shall not be liable for any failure or delay in furnishing proposed services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Contractor's reasonable control.

3. Additional Services. If City determines that additional services for installations and/or other services are required to be provided by Contractor in addition to the Services set forth above, City shall authorize Contractor to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Contractor shall be compensated for additional services in accordance with pricing as described in Exhibit A, and other Additional services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Contractor for Additional Services which are not specifically approved by City in writing.

4. Agreement Administrator. For purposes of this Agreement, City designates Lieutenant Christopher Cuff as the Agreement Administrator who shall monitor Contractor's performance

under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Contractor.

5. Contractor's Proposal. This Agreement shall include Contractor's proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Contractor's performance of the Services required by this Agreement. Contractor shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement as set forth in Exhibit A, attached hereto and incorporated herein by reference. City, in its sole discretion, may extend the time for performance of any Service.

7. Compensation. Compensation for the Services shall be billed as set forth in Exhibit A, attached hereto. The Compensation is inclusive of all costs that may be incurred by Contractor in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.

8. Term of Agreement/Termination.

A. This Agreement shall be effective July 1, 2019 and shall remain in effect until June 30, 2020.

B. City may extend this agreement for one (1) additional year at its discretion.

C. City may terminate this Agreement without cause by providing written notice to Contractor thirty days prior to an effective termination date. City's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.

D. Unless for cause, Contractor may not terminate this Agreement.

E. Upon receipt of a termination notice, Contractor shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Contractor in performing the Services under this Agreement, whether completed or in progress. Contractor shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Contractor, Contractor shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

9. Invoices and Payments.

A. Payment shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Contractor's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs, and be

submitted on an official letterhead or invoice with Contractor's name, address, and telephone number referenced.

B. The Agreement Administrator shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator shall provide Contractor with a written statement objecting to the charges and stating the reasons therefore.

C. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

10. Records/Audit.

A. Contractor shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:

1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds;

2. Records which establish that Contractor and any subcontractor who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations

3. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.

B. City shall have the right to audit Contractor's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.

C. Upon reasonable notice from City or any other governmental agency, Contractor shall cooperate fully with any audit of its billings conducted by, or of, City and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

11. Successors and Assignment. This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Change in Name, Ownership or Control. Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or subcontractor. Change of ownership or control of Contractor's firm may require an amendment to the Agreement.