



CONTRACT FOR PROFESSIONAL SERVICES TO UPDATE THE CITY'S SECURITY CAMERAS

BETWEEN THE CITY OF HERMOSA BEACH AND AM-TEC TOTAL SECURITY

This AGREEMENT is entered into this 12th day of December, 2023, by and between the CITY OF HERMOSA BEACH, a California general law city and municipal corporation ("CITY") and AM-TEC TOTAL SECURITY, a sole proprietorship ("CONTRACTOR").

RECITALS

- A. The City desires to update their security camera services.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for contractor services to accomplish this work.
- C. The Contractor warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Contractor to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Contractor agree as follows:

- 1** CONSIDERATION AND COMPENSATION As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.

As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement.

As additional consideration, CITY agrees to pay CONTRACTOR a total of \$53,382, for CONTRACTOR's services, unless otherwise specified by written amendment to this Agreement.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.

CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in CONTRACTOR's invoice within 30 days after it is received.

- 2** SCOPE OF SERVICES. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.

Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space,

and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

- 3** PAYMENTS. For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in "Exhibit A."
- 4** TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 5** FAMILIARITY WITH WORK. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- 6** KEY PERSONNEL. CONTRACTOR's key person assigned to perform work under this Agreement is Jeff Torok. CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.
- 7** TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on December 12, 2024, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.
- 8** CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
- 9** TAXPAYER IDENTIFICATION NUMBER. CONTRACTOR will provide CITY with a Taxpayer Identification Number.
- 10** PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
- 11** TERMINATION. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12 INDEMNIFICATION. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13 ASSIGNABILITY. This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14 INDEPENDENT CONTRACTOR. CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

15 AUDIT OF RECORDS. CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16 CORRECTIVE MEASURES. CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by the City to implement said

corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.

17 INSURANCE REQUIREMENTS.

- A. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
1. Workers Compensation Insurance as required by law. The Contractor shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
 2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR'S operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.

C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

F. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.

G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Contractor (as the named insured) should Contractor fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Contractor understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Contractor as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Contractor's behalf upon the Contractor's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by City due to the breach.

18 USE OF OTHER CONTRACTORS. CONTRACTOR must obtain CITY's prior written approval to use any sub-contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.

- 19** FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONTRACTOR, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Contractor, its employees, sub-Contractors and agents.
- 20** CORRECTIONS. In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Contractor's report or plans. Should the Contractor fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONTRACTOR. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.
- 21** NON-APPROPRIATION OF FUNDS. Payments to be made to CONTRACTOR by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
- 22** NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN: Landon Phillips Police Captain	Jeff Torok (DBA Am-Tec Total Security) 4075 Schaefer Avenue Chino, CA 91710 ATTN: Jeff Torok Vice President

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

- A. SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.
- B. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.
- C. INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
- D. ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
- E. RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
- F. AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.
- 23 ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
- 24 FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
- 25 TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
- 26 ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement,

the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

27 STATEMENT OF EXPERIENCE. By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

28 OWNERSHIP OF DOCUMENTS. It is understood and agreed that the City shall own all documents and other work product of the Contractor, except the Contractor's notes and workpapers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Contractor, but any re-use of such documents by the City on any other project without prior written consent of the Contractor shall be at the sole risk of the City.

29 DISCLOSURE REQUIRED. (City and Contractor initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Contractor hereby acknowledge that Contractor is a "contractor" for the purposes of the California Political Reform Act because Contractor's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Contractor employed by the City. Contractor hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to contractor commencing services hereunder, the City's Manager shall prepare and deliver to Contractor a memorandum detailing the extent of Contractor's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Contractor Initials _____

OR

By their initials next to this paragraph, City and Contractor hereby acknowledge that Contractor is not a "contractor" for the purpose of the California Political Reform Act because Contractor's duties and responsibilities are not within the scope of the definition of contractor in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Contractor Initials _____

30 COMPLIANCE WITH COVID-19 VACCINATION POLICY. All CONTRACTOR'S employees, agents, officers and subcontractors who will be physically present in the City and have contact with City officials and employees or with the public shall be fully vaccinated from COVID-19. CONTRACTOR agrees to certify in writing to CITY that it complies with the foregoing.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH

CONTRACTOR

Suja Lowenthal, City Manager

By: _____
Jeff Torok, Vice President

ATTEST:

Myra Maravilla, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Patrick Donegan, City Attorney

1. Required Forms

1.1 Certification of Proposal

RFP #: 23-007

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

1. Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
2. By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
3. Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
4. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
5. The proposal response includes all of the commentary, figures and data required by the Request for Proposal
6. The proposal shall be valid for 90 days from the date of submittal.
7. Proposer acknowledges that the City may issue addendums related to this RFP and that the proposer has reviewed the following addendums which have been issued:

Addendum: _____

Addendum: _____

Addendum: _____

Addendum: _____

8. Proposer further acknowledges the provisions of any addendums issued have been incorporated into their proposal.

Signature of Authorized Representative:

Printed Name and Title:

1.2 Non-Collusion Affidavit

RFP #: 23-007

The undersigned declares states and certifies that:

1. This proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This proposal is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal or to refrain from submitting to this RFP.
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Hermosa Beach or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.
7. I have not entered into any arrangement or agreement with any City of Hermosa Beach public officer in connection with this proposal.
8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative:

Printed Name and Title:

1.3 Compliance with Insurance Requirements

RFP #: 23-007

The selected contractor will be expected to comply with the City's insurance requirements contained within this RFP.

The undersigned declares states and certifies that:

1. Proposer agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal.
2. If selected, contractor agrees to accept all conditions and requirements as contained therein.

Signature of Authorized Representative:

Printed Name and Title:



1.4 Acknowledgement of Professional Services Agreement

RFP #: 23-007

The selected contractor will be expected to comply with and sign the City's Professional Services Agreement. Proposers should identify and/or indicate any exceptions to the Sample Professional Services Agreement included in Section 6.2. The City Attorney or their designee retains the discretion to accept or reject proposed exceptions or modifications to the City's Professional Services Agreement.

1. Contractor agrees, acknowledges and is fully aware of the conditions specified in the City's Sample Professional Services Agreement.
2. Proposer agrees to accept all conditions and requirements as contained therein with exceptions noted as follows:

Signature of Authorized Representative:

Printed Name and Title:



Exhibit A Scope of Work

The Scope of Work shall include, but not be limited to the following tasks.

Contractor must follow vendor registration through SAM.gov if selected.

The scope of services will include providing outdoor security cameras, video-surveillance security system, software, and maintenance. This system will eventually replace the current system at the Hermosa Beach Police Department. The security camera system will help meet the State Homeland Security Program's Investment Justification of enhancing the protection of soft targets and crowded places.

1 Technical Specifications

1.1.1. Capacity and Scalability

The Security Camera system should have the capability of adding cameras as deemed necessary by the City.

1.1.2. Outdoor Camera

All outdoor cameras should be vandal proof and anti-vibration compliant. All outdoor cameras should have the following specifications at a minimum:

- A. Full High Definition (FHD)
- B. IK10 rating for vandal resistant housing
- C. Infrared Illumination for night visibility
- D. Defocus Detection
- E. Capability to produce 30 FPS or more
- F. Image stabilizing to reduce blurring
- G. Day/Night Capability
- H. Optional pan, Tilt, Zoom (PTZ) capability
- I. RJ45 Connectivity
- J. Power over Ethernet (PoE) or optional wireless data transfer
- K. 4-megapixel resolution
- L. Must have tamper detection
- M. Must have motion detection
- N. Capability to record audio
- O. Option for Cloud-based storage

1.2. Video Management System

The administration/management interface will be easy to use, have the option to integrate with Active Directory, have an HTML client, have the ability to record an alarm, supports video aging, and have the option to search by thumbnails.



There are certain requirements that need to be met by the video management system. It must be able to do the following:

1. Provide multiple levels of administrators that will have varying roles in the system.
2. Provide meta-data and audit logs of all users/administrator access to the system.
3. Provide email notification of critical system events.
4. Has the capability to store video for one year or more.
5. Has the capability to provide video monitoring.
6. Has the capability to review video and collaborate.
7. Has the capability to view live video and review historical video up to one (1) year.

1.3. **Software Installation**

1.3.1. The contractor will set up server-based software, or video-management software, for notification, viewing, and health monitoring for the City of Hermosa Beach. The contractor will install software on the computer as directed by City of Hermosa Beach employees for viewing of cameras, access control, and alarm.

1.4. **Network Installation**

The contractor will connect cameras to existing and new cables to switches and radios. The contractor will build a private network using separate switches and cables. The contractor will be responsible for coordinating with the City's Network Administrator in configuring equipment to work with the City's existing LAN.

1.4.1.

1.5. **Camera Installation**

1.5.1. The contractor will be responsible for terminating all cables, providing power to each camera installed, mounting all cameras, and aiming and focusing all cameras to the City of Hermosa Beach's specifications. The contractor will be responsible for any camera hardware, any necessary cable runs, as well as installation of networking equipment and power supply at the camera locations. The contractor will also install all conduits as needed to protect cable on parking structure and buildings. The contractor will need to provide a detailed traffic control plan for the days scheduled for camera installation.

1.6. **Support and Maintenance**

The City requires one year of online and onsite support with the option to continue annual support after the one-year period has ended. The contractor should provide a detailed description of standard and extended support, maintenance, and the average response time for a support request during and after office hours.

1.6.1. Service Provider

Contractor will provide the name of the company which will be delivering service and on-site support for this solution. If service has been outsourced to another firm, state the longevity of this relationship will be stated.

1.6.2. Product History



A technical roadmap for the proposed solutions will be provided.

A list of policies on firmware updates for the proposed solution will be provided.



**Exhibit B
Equipment and Labor**

Camera Equipment

Part #	Item	Quantity	Unit Price	Total
XNP-C8252	Powered by WN7 PTZ Plus with AI, 6MP @ 30FPS resolution, 5mm-125mm (25x) lens, extreme WDR 120dB, Day & Night ICR, H.265, H.264, MJPEG codec support, Analytics events based on AI engine: Object detection (Person/FaceNehicle/License plate), IVA (Virtual line/Area, Enter/Exit, Loitering, direction, intrusion), Analytics events: Defocus detection, Motion detection, Tampering, Fog detection, Audio detection, Sound classification (with NW 1/0 box), Object autotracking (PersonNehicle), Target lock track, BLC, HLC, SSSDR, lens heater for water/snow removal, IP66, IK10, NEMA4X, NEMA-TS 2(2.2.8, 2.2.9), FIPS 140-2, Power: PoE+, Operating Temperature -40°C-+55°C(-40°F - +131°F), (Compatible with 1/0 Box. SPM-4210)	4	\$2,576.07	\$10,304.28
PNM-9002VQ	Network vandal outdoor Multi-sensor Multi-Directional dome camera, (2MP/5MP X 4 sensors sold separately) 8MP -20MP (2MP @ 60fps or 5MP @30fps), fixed focal lens modules, triple codec H.265/H.264/MJPEG with WiseStream II technology, 150dB WDR @ 2MP or 120dB@ 5MP, defocus detection, built in analytics, : PTZ handover, 4x SD card, hallway view, HLC, defog detection, DIS(Gyro Sensor), PoE+, IP66/IK10, -40°C - +55°C (-40°F - +131°F) 2MP Lens modules:SLA-2M2400Q (2.4mm), SLA-2M2800Q (2.8mm), SLA-2M3600Q (3.6mm), SLA-2M6000Q (6mm) 5MP Lens modules: SLA-5M3700Q (3.7mm), SLA-5M4600Q (4.6mm), SLA-5M7000Q (7.0mm). WHITE COLOR	3	\$1,042.70	\$3,128.10
SLA-5M3700Q	1/1.8" 5MP CMOS with a 3.7mm fixed focal lens, FoV: H: 97.5°, V: 71.9° for the PNM-9000VQ	12	\$161.56	\$1,938.72



SBP-156WMW	Wall/Pole mount, Material : Aluminum, Color : White, Dimensions: 135(W)x183(H)x302(D)mm (5.31 x7.20x11.89"), Compatible with: 1 XNP-9300RW/8300RW/6400RW, QNP-6320R/6250RI6320H/6250H; Stainless Steel; Pole straps not included	4	\$103.99	\$415.96
SBP-100S	Stainless steel mount strap (QTY of 2) for wall pole mount: SBP-56WMW, SBP-300PMW, SBP-300PM	8	\$14.50	\$116
SBP-276HMW	Cap adapter for the PNM-9084O2, PNM-8082VT, 1 PNM-9022V, PNM-9031 RV	3	\$52.35	\$157.05
SBP-00WMW1	Wall Mount Accessory (white), Compatible with white hanging caps	3	\$55.14	\$165.42
SBP-300PMW1	Pole Mount Adapter Accessory, use with SBP-300WMW1, White color, made of aluminum	3	\$55.14	\$165.42
			Total	\$16,390.95

Camera License and Storage

Part #	Item	Quantity	Unit Price	Total
WAVE-PRO-01	WAVE Professional License. Enables one (1) IP stream recording, includes life-time SW upgrade. No annual & maintenance cost required.	3	\$101.21	\$303.63
WAVE-PRO-04	WAVE Professional License. Enables four (4) IP stream recording, includes life-time SW upgrade. No annual & maintenance cost required.	1	\$404.81	\$404.81
ST10000VX0004	Seagate Surveillance 1 OTB	6	\$456.74	\$2,740.44
ZRM&E	2pcs Chassis Hard Drive Mounting Plastic Rails 5.71x0.47 Inch for Cooler Master 3.5" HDD Bracket, Black	6	\$20.65	\$123.90
			Total	\$3,572.78

Camera Network

Part #	Item	Quantity	Unit Price	Total
NBE-5AC-GEN2-US	UBIQUITI NETWORKS NANO BEAM AC 5GHZ	10	\$187.59	\$1,875.90
TPE-215GI	Trendnet 2.5g Poe+ Injector	7	\$64.98	\$454.86
WQ-66	Hinged Waterproof Box 11.81 x 11.81 x 7.15 in/ 300 x 300 x 182 mm 3.92 lbs	7	\$120.75	\$845.25
Polycase PK-121	Pole Mount Kit	7	\$89.92	\$629.44



DR-20	DIN Rail Kit 9.84 x 1.38 x 0.30 in/ 250 x 35 x 8 mm/ 0.19 LBS	7	\$15.06	\$105.42
TPE-TG82G	TRENDNET 8 PORT GIGABIT POE+ SWITCH	2	\$142.55	\$285.10
PLATINUM 202010J	PLATINUM 202010J CAT6+ CONN 100/JAR *PM=MOD PLUG RJ45 BC C6	40	\$1.70	\$68
	SHIPPING	1	\$38	\$38
			TOTAL	\$4,301.97

Camera Cable and Conduit

Part #	Item	Quantity	Unit Price	Total
6ESOSPBK2	WAVENET CAT6E Outdoor Shielded Cable	1	\$317.92	\$317.92
Wavenet 09W-6EA4-6	Wavenet 09W-6EA4-6 Cat6 cable white 1000' box	1	\$195.25	\$195.25
4105012025	1/2 in. Dia x 25 ft. - Flexible PVC Non Metallic UL Liquid Tight Electrical Conduit	1	\$25.17	\$25.17
58133602	1/2 in. Uninsulated Liquidtight Connector	14	\$5.07	\$70.98
27693	HALEX 1/2 " NM Strain Relief Cord Connector	7	\$4.28	\$29.96
853428	EMT 1/2 in. x 10 ft. Electric Metallic Tube (EMT) Conduit	30	\$8.80	\$264
051411262303	1/2 in. Electrical Metallic Tube (EMT) Compression Connectors (5-Pack)	2	\$5.98	\$11.96
051411262419	1/2 in. Electrical Metallic Tube (EMT) Compression Coupling (5-Pack)	5	\$5.07	\$25.35
Halex 26151	1/2 in. Standard Fitting Electrical Metallic Tube (EMT) 1 Hole Straps (25-Pack)	3	\$9.40	\$28.20
WSB350G	Commercial Electric 1/2 in. 1-Gang 3-Holes Weatherproof Box, Gray	6	\$9.59	\$57.54
5173-0	BELL 1-Gang Weatherproof Cover, Vertical/Horizontal, Blank, Gray	1	\$3.53	\$21.18
112-1472CR	100 ft. 14 Gauge White Solid Copper THHN Wire	1	\$56.13	\$56.13
112-1471CR	100 ft. 14 Gauge White Solid Copper THHN Wire	1	\$56.13	\$56.13
112-1475CR	100 ft. 14 Gauge White Solid Copper THHN Wire	1	\$56.13	\$56.13
			TOTAL	\$1,215.90



Labor

Item	Quantity	Unit Price	Total
Bucket Lift (1-Day use)	10	\$150	\$1,500
PW LA Labor (hourly rate)	160	\$165	\$26,400
		TOTAL	\$27,900

LABOR \$ 27,900.00
MATERIALS \$ 25,481.00
Total Amount \$ 53,381.60



**Exhibit C
Project Schedule**

The contractor will complete the services stated in this professional services agreement by **March 29, 2024.**



Exhibit D Federal Contract Provisions

During the performance of this Agreement, Contractor shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

Contractor shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to the books and records. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

2.1 Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a “federally assisted construction contract” in 41 C.F.R. § 60-1.3, then Contractor shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

2.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.1.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.3 The Contractor will not discharge or in any other manner discriminate against



any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

2.1.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

2.1.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

2.1.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.1.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.1.8 The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above



equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Contractor shall comply with the following:

2.2.1 Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

2.2.2 Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

2.3 Appendix II to Part 200 (H) – Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower



tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the City in writing immediately if Contractor or its subcontractors are not in compliance during the term of this contract.

2.4 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2.5 Procurement of Recovered Materials. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. MISCELLANEOUS PROVISIONS

3.1 The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3.2 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.3 Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

3.4 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, any subcontractors or any other party pertaining to any matter resulting from the contract.

3.5 General and administrative expenses shall be negotiated and must conform to the Cost Principles in 2 C.F.R. Part 200. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount



of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Contractor exceeds at its own risk.

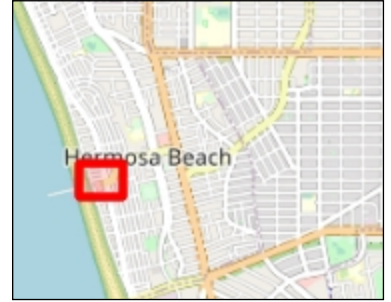


Exhibit E - Security Camera Locations




Please see the following page.



City of Hermosa Beach RFP23-007 Location Map



Legend

-  City Boundary
-  Camera Location
Single Camera
-  Camera Location
Two Cameras

1: 2,257



0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

The map generated is for reference only. Data layers that appear on this map do not have survey grade accuracy but represent close approximation.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

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