

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: ASSI SECURITY, INC.

TITLE: SECURITY MANAGEMENT SYSTEM

CITY CONTRACT NUMBER: _____

TABLE OF CONTENTS

1.0	PARTIES TO THE AGREEMENT AND REPRESENTATIVES.....	2
1.1	Parties to the Agreement.....	2
1.2	Representatives of the Parties.....	2
2.0	TERM OF THE AGREEMENT	3
3.0	STATEMENT OF THE WORK.....	3
3.1	Statement of Work to be Performed	3
3.2	Time of Performance	4
4.0	ACCESS TO CITY FACILITIES	4
5.0	COMPENSATION AND METHOD OF PAYMENT.....	5
5.1	Compensation.....	5
5.2	Invoices.....	5
6.0	WARRANTIES	6
6.1	Services Warranty	6
6.2	Survival of Provisions.....	6
7.0	INTELLECTUAL PROPERTY OWNERSHIP AND OWNERSHIP OF DOCUMENTS	6
8.0	CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE AND REFERENCE CHECKS	7
8.1	Confidentiality and Restrictions on Disclosure.....	7
8.2	Reference Checks	8
8.3	Survival of Provisions.....	9
8.4	Provisions Apply to Subcontracts	9
9.0	TERMINATION.....	9
10.0	AMENDMENTS.....	9
11.0	ENTIRE AGREEMENT	9
11.1	Complete Agreement.....	9
11.2	Number of Originals	10
11.3	Order of Precedence.....	10

APPENDICES

APPENDIX A – STATEMENT OF WORK

APPENDIX B – STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 3/09)

APPENDIX C – FEE SCHEDULE

AGREEMENT NUMBER _____
BETWEEN THE CITY OF LOS ANGELES
AND
ASSI SECURITY, INC.
FOR SECURITY MANAGEMENT SYSTEM

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or "Department"), and ASSI Security, Inc., a California corporation (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, in response to a Request For Proposals (RFP) seeking qualified vendors to design, upgrade, supply, and install Security Management Systems (SMS or System), for Department facilities, the City selected the Contractor as being the most qualified firm for the SMS project; and

WHEREAS, the Department currently utilizes American Magnetics (AMAG) access control and Verint lines of video management software which must be compatible with any software and/or hardware introduced by Contractor; and

WHEREAS, the Contractor's services are of an expert and technical nature, and occasional in character; and

WHEREAS, the parties hereto wish to enter into an Agreement pursuant to which the Contractor will perform the work and furnish the services and deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the above promises and of the terms, covenants and considerations set forth herein, the parties do agree as follows:

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

The parties to this Agreement are:

- a. City – The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- b. Contractor – ASSI Security, Inc., a California corporation, having its principal office at 1370 Reynolds Avenue, Suite 201, Irvine, California 92614

1.2 Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

- a. The City's representative is, unless otherwise stated in the Agreement:

Charlie Beck
Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Thom Brennan
Commanding Officer
Facilities Management Division
Los Angeles Police Department
201 North Figueroa Street, Suite 280
Los Angeles, California 90012
Telephone Number (213) 482-7303
Thom.brennan@lapd.lacity.org

- b. The Contractor's representative is, unless otherwise stated in the Agreement:

William Vuono
President
ASSI Security, Inc.
1370 Reynolds Avenue, Suite 201

Irvine, California 92614
Telephone Number: (949) 955-0244 x124
E-mail: bvuono@assisecurity.com

With copies to:

Laura Petras
ASSI Security, Inc.
1370 Reynolds Avenue, Suite 201
Irvine, California 92614
Telephone Number: (949)955-0244
E-mail: lpetras@assisecurity.com

- 1.3 Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- 1.4 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accord with this Section, within five (5) working days of said change.

2.0 TERM OF THE AGREEMENT

The term of this Agreement will commence upon date of execution by all parties and will terminate three (3) years thereafter unless otherwise terminated earlier as provided in Section 9.0. At the discretion of the LAPD, the Chief of Police may extend the term of this Agreement for up to two (2), one-year extensions, subject to LAPD needs, availability of funds, and satisfactory performance by the Contractor. Performance will not begin until the Contractor has obtained approval of insurance and has an approved Agreement with the City as required herein.

3.0 STATEMENT OF WORK

3.1 Statement of Work to be Performed

- A. During the term of this Agreement, Contractor shall provide the Services, implement the tasks, and provide the Deliverables identified herein and in Appendix A, Statement of Work ("SOW").
- B. All work, tasks, and Deliverables are subject to City approval in accordance with the SOW. Failure to receive approval may result in

the withholding of compensation for such Deliverable(s) pursuant to Section 5, Compensation and Method of Payment, of this Agreement.

- C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the scope of Services as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Appendices.
- D. In the event that City requires Services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 10, Amendments, of this Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment therefor.
- E. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of LAPD or any other City department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments will be determined by mutual agreement of the parties and may be accomplished in accordance with Section 10, Amendments, of this Agreement. Contractor shall notify City immediately if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.

3.2 Time of Performance

- A. **Normal Business Hours** – The Contractor will be available to the LAPD, during normal working hours, upon receiving at least twenty-four (24) hours advance notice. Normal working hours will mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City holidays.
- B. **Outside Normal Business Hours** – Upon receiving at least twenty-four (24) hours advance notice, the Contractor will be available to the LAPD as needed during weekends, City holidays, and after normal business hours.
- C. **Emergencies** – The Contractor will be available for emergency calls on an as-needed, twenty-four (24) hours a day, seven (7) days a week basis when requested to respond with less than twenty-four (24) hours' notice.

4.0 ACCESS TO CITY FACILITIES

The City will provide the Contractor access to City facilities and personnel as necessary to perform the services under this Agreement.

5.0 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

- A. City shall pay to Contractor as compensation for complete and satisfactory performance of the terms of this Agreement in accordance with Appendix C, Fee Schedule, an amount not to exceed One Million Dollars (\$1,000,000.00), including state and local taxes. The foregoing payment represents the total compensation to be paid by City to Contractor for services to be performed as designated in this Agreement.
- B. It is understood that City makes no commitment to fund this Agreement beyond the terms set herein. City's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for that purpose. At the time of execution of this Agreement, the total appropriation(s) for this Agreement and City's obligations hereunder, is limited to the amount stated in Section 5.1(A). If City appropriates additional funds for this Agreement, City's payment obligations may be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement, and an amendment implementing that change shall be executed by the parties. Contractor shall not provide any Services, goods or equipment, and City shall not pay for any Services, goods or equipment provided in excess of the funds appropriated by City for this Agreement.
- C. The prices reflected in Appendix C, Fee Schedule, include any applicable discounts.

5.2 Invoices

- A. A statement detailing the deliverable completed must accompany each invoice. Funds shall not be released until City has accepted and approved the equipment or services (Deliverable(s)) received according to Appendix A, Statement of Work and according to the procedures in this Section. The payments to Contractor shall thereafter be made upon submission of detailed invoices as follows:
 - 1. An original invoice, on Contractor's letterhead and signed by the Project Manager and/or Fiscal Manager for Contractor shall be

delivered to the authorized representative for City within fifteen (15) calendar days after acceptance of each Deliverable listed in Appendix A, Statement of Work, Contractor must include the following information on each invoice:

Date of invoice
Invoice number
Agreement number
Date and description of equipment and services provided
Amount of invoice
Taxes

2. Invoices will be submitted in accordance with the schedule set forth in Appendix A, Statement of Work, and are due upon receipt of equipment deliverables or acceptance by the City of service deliverables. City payments to Contractor shall be paid within 30 days after receipt and approval by City; provided however, that City may withhold any portion of an invoice that it disputes in good faith. In the event an invoice or portion thereof is in dispute, City shall notify Contractor of the potential disapproval action and afford it an opportunity to be heard prior to official disapproval. City shall pay all undisputed portions of invoices in accordance with this Section.

B. Invoices shall be submitted to:

Sergeant II Patrick N. McAree
Facilities Management Division
Los Angeles Police Department
201 North Figueroa Street Suite 280
Los Angeles CA, 90012
(213) 482-7387
26236@lapd.lacity.org

5.3 Ratification

Contractor may have begun performance of the services specified herein prior to the execution of this agreement. To the extent that such services were performed in accordance with the terms and conditions of this Agreement, the City hereby acknowledges the services previously performed by Contractor and ratifies Contractor's performance of said services.

6.0 WARRANTIES

6.1 Services Warranty

Contractor warrants that it performs each Contractor service using reasonable care and skill and according to the current description contained in Appendix A, Statement of Work.

6.2 Survival of Provisions

The provisions of Section 6 shall survive termination of this Agreement.

7.0 INTELLECTUAL PROPERTY OWNERSHIP AND OWNERSHIP OF DOCUMENTS

All original material prepared exclusively for the City pursuant to this Agreement, and which is specified herein to be delivered to the City, is "Work for Hire" and belongs to the City. The Contractor may not use or otherwise make public in any manner, either for profit or not for profit, any of the information, documentation, or procedures developed for the City hereunder without the prior written consent of the City.

In the event that it should be determined that any of such materials does qualify as a "Work for Hire," the Contractor will and hereby does assign to the City for no additional consideration, all right, title, and interest that it may possess in such materials, including, but not limited to, all copyright and other intellectual property rights relating thereto.

8.0 CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND REFERENCE CHECKS

8.1 Confidentiality and Restrictions on Disclosure

- a. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement, including but not limited to Criminal Offender Records Information (CORI) will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either

orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.

- b. The Contractor will make the Confidential Information provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and subcontractors, only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.
- c. The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. The Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under this Agreement to the City. The Contractor will not make or retain copies of any such information, materials, or documents.
- d. Any reports, findings, Deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- e. The Contractor and its employees, agents, and subcontractors may have access to confidential criminal record and Department of Motor Vehicle record information, whose access is controlled by statute. Misuse of such information may adversely affect the subject individual's civil rights and violates the law. The Contractor will implement reasonable and prudent measures to keep secure and private criminal history information accessed by its employees, agents, and subcontractors during the performance of this

Agreement. The Contractor will advise its employees, agents, and subcontractors of the confidentiality requirements of Title 42, United States code, Section 3789(g) [42 U.S.C. 3789(g)], California Penal Code Sections 11075 through 11144, California Penal code Sections 13301 through 13305, and California Vehicle Code Section 1808.45.

- f. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.

8.2 Reference Checks

To the extent permitted by applicable law, the City may conduct reference checks on the Contractor, its employees, agents, and subcontractors who will have, or may have, access to City information and data during performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information the City requires in order to conduct reference checks.

8.3 Survival of Provisions

The provision of this Section 8 will survive termination of this Agreement.

8.4 Provisions Apply to Subcontracts

Any subcontract entered into pursuant to the terms of this Agreement will be subject to, and incorporate, the provisions of this Section 8.

9.0 TERMINATION

- 9.1 The City may terminate this Agreement, or any part thereof, upon giving the Contractor at least thirty (30) days written notice prior to the effective date of such termination. Notice of Termination must specify the extent to which work under this Agreement is terminated and the date upon which termination becomes effective.
- 9.2 In the event of termination of this Agreement due to default by the Contractor, the City may avail itself of all rights and remedies at law or equity. In the event of termination of this Agreement for the City's

convenience, the Contractor will be compensated for the work completed up to the effective date of termination.

10.0 AMENDMENTS

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the persons authorized to bind the parties thereto.

11.0 ENTIRE AGREEMENT

11.1 Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

11.2 Number of Originals

This Agreement is executed in three (3) originals, each of which is deemed to be an original.

11.3 Order of Precedence

In the event of any inconsistency between the terms, appendices, specifications or provisions which constitute this Agreement, the following order of precedence shall apply in the order listed herein:

- 1) This Agreement between the City of Los Angeles and ASSI Security, Inc.
- 2) Appendix B, Standard Provisions for City Contracts (Rev 3/09)
- 3) Appendix A, Statement of Work

Notwithstanding any other language in this Agreement, this Agreement shall be enforced and interpreted under the laws of the State of California.

[Signature page follows.]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

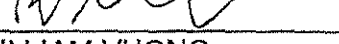
a municipal corporation

By: 
CHARLIE BECK
Chief of Police

Date: JANUARY 16, 2014

ASSI SECURITY, INC.

a California corporation

By: 
WILLIAM VUONO
President

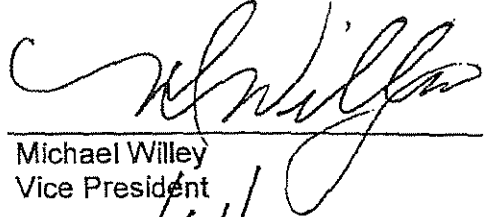
Date: 11/14/13

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
DANIEL KREINBRING
Deputy City Attorney

Date: _____

By: 
Michael Willey
Vice President

Date: 11/14/13

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate (BTRC) Number: 0000806712-0001-6

Internal Revenue Service Taxpayer Identification Number: 33-0585909

Agreement Number: _____

APPENDIX A

STATEMENT OF WORK

APPENDIX A

STATEMENT OF WORK

SCOPE OF SERVICES

The scope of the project includes the design and implementation of security management systems for the Los Angeles Police Department ("LAPD" or "Department"), facilities. It also includes procurement and installment of related equipment necessary to implement consultant's design.

Specific Services

- A. Meet LAPD representative on site in order to perform site survey, design network solutions, and provide the System design documentation as needed.
- B. Design and engineer security systems as required.
- C. Provide LAPD representative with a Proposal for the Work.
- D. Obtain a Contract Purchase Order from LAPD.
- E. Supply required security management system equipment.
- F. Properly install required equipment per Department requirements.
- G. Integrate required equipment with existing Department Security Management Systems ("SMS").
- H. Invoice LAPD representative for completed work.
- I. Properly support installation warranties as required.
- J. Work with selected staff from Department and Information Technology Agency ("ITA"), as appropriate, in all technical and operational issues of the design, installation, and integration of security equipment.

Procurement

The following types of equipment may be installed at Department facilities. This list is not all-inclusive and the consultant shall provide any other additional equipment required to support the work.

- A. AMAG (American Magnetics) Card Access Control systems including panels, nodes, servers, all related cables, connections, uninterrupted power supplies (UPS – battery backups), head-in equipment, software, and all related equipment.
- B. HID (Hughes Identification Devices) Card Readers. The system will be incorporated with AMAG equipment and located at vehicle entrance gates, exterior entry doors, and at doors to sensitive locations within Department facilities.
- C. Verint-Nextiva Video Management and Review systems including digital video recorders (DVR's) or computer processing units (CPU's) used for the same

- purpose, uninterrupted power supplies (UPS – battery backups), head-in equipment including software, and upgrades.
- D. Commend intercom systems. The system includes camera call-up equipment, head-in equipment, master stations, substations, and all related equipment.
 - E. Pelco Closed Circuit Television (CCTV) Systems. The system includes pan-tilt-zoom and fixed cameras, and components including; multiplexers and related head-in equipment, local control keyboard, joystick controls, and all monitors at each facility.
 - F. Dell Computer Processing Units (CPU's) and Monitors or other CPU's that work with Windows XP or current Department Operating Systems.

System Requirements

- A. All components will be equipped with UPS devices to guarantee continued operation even in case of power failure.
- B. Software provided must suit the design and integration of the System.
- C. Remote access to the video system will be ensured for locations with secure connection access to the Department's security protocols.
- D. The system must provide for priority scheduling between users accessing the same camera, regardless of the number of users and the video server.
- E. A storage architecture with local storage through Verint video management must be configured to store footage in local storage. The Digital Video Recorder or Video Server must have a minimum of 30 days of local storage capacity at approximately 32 cameras per facility, recording at a frame rate of 7.5 frames per second, with each camera view being approximately 352 x 240 pixels at 24-hours per day, seven days per week.

System Warranty

A one-year warranty on all work performed as part of this contract, including all software, hardware, equipment, parts, and labor is included. The warranty period on equipment will commence when the equipment is accepted and deemed operable by LAPD. Problem resolution for any needed repairs to the System will be before the close of business on the second business day after notification from LAPD.

Key Personnel

The personnel assigned to perform under the contract are as follows:

- Larry Picone, Senior Project Manager
- David Bartling, Project Engineer
- Adrian Cardenas, Project Designer
- Daniel Gonzalez, Project Manager

APPENDIX B

STANDARD PROVISIONS FOR CITY CONTRACTS
(REV. 3/09)

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>CONSTRUCTION OF PROVISIONS AND TITLES HEREIN</u>	1
PSC-2	<u>NUMBER OF ORIGINALS</u>	1
PSC-3	<u>APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT</u>	1
PSC-4	<u>TIME OF EFFECTIVENESS</u>	2
PSC-5	<u>INTEGRATED CONTRACT</u>	2
PSC-6	<u>AMENDMENT</u>	2
PSC-7	<u>EXCUSABLE DELAYS</u>	2
PSC-8	<u>BREACH</u>	2
PSC-9	<u>WAIVER</u>	3
PSC-10	<u>TERMINATION</u>	3
PSC-11	<u>INDEPENDENT CONTRACTOR</u>	4
PSC-12	<u>CONTRACTOR'S PERSONNEL</u>	4
PSC-13	<u>PROHIBITION AGAINST ASSIGNMENT OR DELEGATION</u>	5
PSC-14	<u>PERMITS</u>	5
PSC-15	<u>CLAIMS FOR LABOR AND MATERIALS</u>	5
PSC-16	<u>CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED</u>	5
PSC-17	<u>RETENTION OF RECORDS, AUDIT AND REPORTS</u>	5
PSC-18	<u>FALSE CLAIMS ACT</u>	6
PSC-19	<u>BONDS</u>	6
PSC-20	<u>INDEMNIFICATION</u>	6
PSC-21	<u>INTELLECTUAL PROPERTY INDEMNIFICATION</u>	6

TABLE OF CONTENTS (Continued)

PSC-22 INTELLECTUAL PROPERTY WARRANTY 7

PSC-23 OWNERSHIP AND LICENSE..... 7

PSC-24 INSURANCE..... 8

PSC-25 DISCOUNT TERMS..... 8

PSC-26 WARRANTY AND RESPONSIBILITY OF CONTRACTOR 8

PSC-27 NON-DISCRIMINATION..... 8

PSC-28 EQUAL EMPLOYMENT PRACTICES 9

PSC-29 AFFIRMATIVE ACTION PROGRAM 11

PSC-30 CHILD SUPPORT ASSIGNMENT ORDERS..... 15

PSC-31 LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR
WORKER RETENTION ORDINANCE..... 16

PSC-32 AMERICANS WITH DISABILITIES ACT..... 17

PSC-33 CONTRACTOR RESPONSIBILITY ORDINANCE..... 18

PSC-34 MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE
OUTREACH PROGRAM 18

PSC-35 EQUAL BENEFITS ORDINANCE..... 18

PSC-36 SLAVERY DISCLOSURE ORDINANCE..... 19

EXHIBIT 1 – INSURANCE CONTRACTUAL REQUIREMENTS 20

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CITY or CONTRACTOR. The word "CONTRACTOR" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY'S option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or the the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so the **CITY**.

CONTRACTOR shall not use subcontractors to assist in performance of the Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTORS** shall remain responsible for performing all aspects of

this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by CONTRACTOR hereunder), against CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration of termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 3. Training and promotional opportunities;
 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR** to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provision of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.

- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for Approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontract awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the CITY.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable report requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the CITY.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and it providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.5(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to the Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interest May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of the Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued) Required Insurance and Minimum Limits

Name: ASSI SECURITY, INC. Date: September 27, 2013

Agreement/Reference: Security Management System for LAPD Facilities

Evidence to coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL _____
<input type="checkbox"/> Waiver of Subrogation in favor of City	
<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability	<u>\$1,000,000</u>
<input type="checkbox"/> Products/Completed Operations	
<input type="checkbox"/> Fire Legal Liability	
<input type="checkbox"/> Sexual Misconduct	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	<u>\$1,000,000</u>
Discover Period <u>12 months following acceptance by City</u>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building – as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Pollution Liability	
<input type="checkbox"/>	
<input checked="" type="checkbox"/> Surety Bond – Performance and Payment (Labor and Materials) Bonds	<u>100 % of Contract Price</u>
<input type="checkbox"/> Crime Insurance	
Other: _____ _____ _____	



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Project: Security Management System for the Los Angeles Police Department
 Submission Address: 100 W. First St., Room 842, Los Angeles, CA 90012
 Attn: Sgt. Patrick McAree - 26236@lapd.lacity.org; (213) 359-7852 Cell; (213) 482-7387 Office
 ASSI Contact: Bill Vuono - bvuono@assisecurity.com; Ext. 124

Date: September 25, 2013

ITEM	QTY	DESCRIPTION	MODEL	MFG	UNIT SELL
UNIT PRICE LIST FOR COMMONLY USED ITEMS AT LAPD SITES					
AACS - Alarm & Access Control System					
1	1	Symmetry Professional 32 Reader Software - Database (SQL Express) & 1 Client. Includes CD, License & 1 Year SSA (NOTE: 512 Reader MAX. 1st Client & DB run on same PC. Supports 9 Clients)	PRO-32-V7.0.1	Amag	\$595.00
2	1	Symmetry Professional Client Software - Includes CD, License & 1 Year SSA	PRO-CLIENT-V7.0.1	Amag	\$655.00
3	1	Symmetry Data Connect Module	DATA-CONNECT-V7	Amag	\$915.00
4	1	Symmetry Global Regional Upgrade Software - Upgrade Professional / Enterprise System to Global Region (NOTE: Does not include Reader or Camera Licenses. SQL & CALs are required if full SQL is used)	GLOBAL-REGION-V7.0.1	Amag	\$1,455.00
5	1	Symmetry 32 Camera Integration Licenses - For connection of IP Video devices / systems	VID-CAM-032-V7	Amag	\$2,660.00
6	1	Dell PowerEdge 420, 2.0GHz Xeon (x2), 4GB Ram, Windows 2008 R2 SP1, Hot Plug SAS Drives, PERC H310 Integrated RAID Controller, Redundant Power Supplies, 1TB minimum	PowerEdge 420	Dell	\$3,755.00
7	1	Dell Precision T3600, 2.0GHz Xeon, Windows 7 SP1, 8GB Ram, Dual monitor 1GB video card, 1TB SATA Drive, 2x Dell UltraSharp 20 inch monitors, 1 TB minimum	Precision T3600	Dell	\$1,730.00
8	1	Monitor, LCD 20 IN Flat Panel UltraSharp Monitor with Height Adjustable Stand, S-Video and Composite	MON-DEL-(2001FP)	Dell	\$445.00
9	1	Symmetry M2150 8 Reader Pack - 8DBC Panel, CAB3A Enclosure, PSU-KIT Power, TRANS-75-UL Transformer	M2150-8RDR-PACK	Amag	\$2,215.00
10	1	Symmetry M2150 16 Reader Pack - 8DBC + 8DC Panel, CAB5 Enclosure, PSU-6 Power, TRANS-150-UL, CAB-FIX	M2150-16RDR-PACK	Amag	\$3,745.00
11	1	Symmetry M2150 8 Input/4 Output Module - (NOTE: Maximum 1 option board per 8DBC controller)	M2150-AC8/4	Amag	\$175.00
12	1	Symmetry Wiegand Interface Module (WIM) 8 - Used with 8 door controllers to enable Wiegand reader connection	WIM8	Amag	\$275.00
13	1	Symmetry M2150 NIC Module - 10/100Mbps NIC for Ethernet connection of panel to LAN	MN-NIC-4	Amag	\$190.00
14	1	Reader, TRANSITION Switch Plate BLK GRY	RP40	HID	\$170.00
15	1	Request to Exit, PIR 12ma 12-24-DC Grey (White)	RTE-BCH-(DS150)	Bosch	\$60.00
16	1	Trim Plate, RTE White	TP-BCH-(TP160)	Bosch	\$2.00
17	1	Contact, RECESS WG UL 10c Fire Rated .75 IN WHT GRY BLK BRN	CT-GRI-(180-12)	GRI	\$5.00
18	1	Lock, MORTISE Fail-Safe UL Listed 1.30 Amp Peak .135 Holding X5=6.50	LK-MRT-SCH-(L9080PEL)	Schlage	\$230.00
19	1	Hinge, TRANSFER 02 WIRE Size Finish Corner	HNG-HAG-(1102)	Hager	\$115.00
20	1	Power Supply, DC 12 - 24 VTS 3 Amp 24DC . Panel PWS Also Lock PWS	PWS-ALT-(AL400ULPD8)	Alltronix	\$280.00
21	1	Power Supply, 16 Zone Circuit Breaker PanelDC 24 VTS 10 Amps 115VAC - 60Hz Input Filtered and Electronically Regulated Output	PWS-ALT-(AL600ULXP16CB)	Alltronix	\$465.00
22	1	Power Supply, DC 12 - 24 VTS Standard Lock PWS Also Consider AL400ULM	PWS-ALT-(AL600ULPD8)	Alltronix	\$375.00
23	1	Battery, UPS Backup Power, Sealed Gel Cell 12 -DC 7AH	BATT-YA-(NP7-12)	Yuesa	\$20.00
24	1	Enclosure, Medium Type 1 16.00 X 12.00 X 6.62 Hinged. Panel is 13.00 X 10.50 (No. A-16N12MPP)	ENC-HOF-(A-16N12ALP)	Hoffman	\$100.00
25	1	Plate, Medium Type 1 is 13.00 X 10.50 (No. A-16N12MP)	PLT-HOF-(A-16N12MPP)	Hoffman	\$10.00
26	1	Pedestal, STEEL 03 IN SQ NO Offset 42 IN High WHT Powder Coat	PED-PAR-(S3S10042-WPC)	Paragon	\$225.00



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 ASSI Contact: Bill Vuono - bvuno@assisecurity.com; Ext. 124

Date: September 25, 2013

ITEM	QTY	DESCRIPTION	MODEL	MFG	UNIT SELL
27	1	Hood, 8 IN H 6 IN D 12 IN W White Powder Coat	HOD-PAR-(H081205-WPC)	Paragon	\$165.00
28	1	Motion Light			\$35.00
CCVS - Closed Circuit Video System					
29	1	Nextiva VMS 6.3, One (1) Review/Smart Client	NEX-6.3-1RV-S	Verint	\$225.00
30	1	Nextiva VMS 6.2 Master Recorder Server	NEX-6.2-MR-VMS	Verint	\$985.00
31	1	License (DVD with Software Protection Key)	NEX-6.2-1CAM-S	Verint	\$165.00
32	1	One (1) Review/Smart Client License	NEX-6.2-1RV-S	Verint	\$225.00
33	1	Dell PowerEdge 720, 2.3GHz Xeon (x2), 8GB Ram, Windows 2008 R2 SP1, Hot Plug SAS Drives, PERC H310 Integrated RAID Controller, Redundant Power Supplies, 16TB minimum	PowerEdge 720	Dell	\$6,150.00
34	1	Dell Precision T3600, 2.0GHz Xeon, Windows 7 SP1, 8GB Ram, Dual monitor 1GB video card, 1TB SATA Drive, 2x Dell UltraSharp 20 inch monitors, 1 TB minimum	Precision T3600	Dell	\$1,735.00
35	1	Monitor, LCD 20 IN Flat Panel UltraSharp Monitor with Height Adjustable Stand. S-Video and Composite	MON-DEL-(2001FP)	Dell	\$445.00
36	1	Matrix Switcher, 48 X 8 Cross Point Matrix Switcher, Five Data Ports, one PTZ Control Port, Flexible Configuration Options; 1 Data Port Powered for up to 18 Keyboards	MTX-PEL-(CM5800E-48 X 8)	Pelco	\$3,325.00
37	1	Keyboard, Joystick Control Direct PTZ Requires KBX- KBDKIT 2.25 IN H X 9.50 IN W X 7.125 IN D	KBD-PEL-(KBD300A)	Pelco	\$595.00
38	1	Keyboard Extender,	KBX-PEL-(KBDKIT)	Pelco	\$15.00
39	1	Multiplexer, COLOR Duplex 16 Position Monitor Outputs; AUX = Sequence or Alarm SPOT = Single or Alarm	MUX-PEL-(MX4016CD)	Pelco	\$1,475.00
40	1	Signal Distribution Amplifier, Distributes 1 Video Signal Into 4. R300 Rack Unit for up - 3 Units	SDA-PEL-(DA104DT)	Pelco	\$145.00
41	1	Monitor, LCD 32 IN Accepts VGA NTSC DVI Signals	MON-PEL-(PMCL532)	Pelco	\$1,320.00
42	1	Mount, MONITOR Tilt wall mount for PMCL523 PMCL526 PMCL532	MNT-PEL-(PMCL-WMT)	Pelco	\$105.00
43	1	H.264 fixed indoor dome camera. High quality VGA CMOS sensor and 3.3 to 12mm varifocal lens. Powered through POE or 12VDC. Power supply not included. Lens not interchangeable.	S5003FD	Verint	\$510.00
44	1	Nextiva 28X Indoor/Outdoor H.264 IP PTZ Camera, Pendant IP67 Vandal, NTSC, Smoke Dome	S5503PTZ-28DW-N-S	Verint	\$2,290.00
45	1	Power Supply, AC 24 - 28 VTS Outdoor 20 AMP 04 Outputs NEMA4X-IP66	PWS-PEL-(WCS4-20)	Pelco	\$195.00
AMS - Audio Management System					
46	1	Intercom Exchange, Compact Central Digital (2-4 Wire for 4-16 Subscribers Expandable - 32 (use GEZ-200)	ICX-CMD-(GE200UC)	Commend	\$795.00
47	1	ICX Accessory, Subscriber Card Digital GE200 (4 Subscribers, Features, INB IN). 2 Wire	ICXA-CMD-(G2-GED-4D)	Commend	\$1,370.00
48	1	ICX Accessory, Subscriber Card (2-wire GE200, for 4 Subscribers, Features, INB IN). 2 Wire	ICXA-CMD-(G2-GED-4B)	Commend	\$880.00
49	1	ICX Accessory, Network Card	ICXA-CMD-(G2-CNET-LAN)	Commend	\$1,945.00
50	1	Desktop master station digital/2-wire, backlit display and 8 ohm speaker, black	EE811A	Commend	\$565.00
51	1	ICX Accessory, Expansion Housing for GE200 (for Further 16 Subscriber Interfaces)	ICX-ACC-CMD-(GEZ-200)	Commend	\$280.00
52	1	Substation 2 gang, analog/4-wire and tamper resistant, silver button	ES431	Commend	\$250.00



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ITEM	QTY	DESCRIPTION	MODEL	MFG	UNIT SELL
53	1	ICX Accessory, I-O Board. Programmable 8 Inputs and 8 Output	ICXA-CMD-(G2-8E8A)	Commend	\$840.00
AES - Ancillary Equipment System					
54	1	Rack, Vertical Single, 70" Tall, 26" Deep	RAK-WD-(V8801)	Winsted	\$970.00
55	1	Power Supply, 68" Ten-Outlet	PSP-WD-(10712)	Winsted	\$90.00
56	1	Fastener, 10 - 32 Screws + Clips. Package of 50 Black From Winsted	FST-WIN-(G8053)	Winsted	\$30.00
57	1	Rack Accessory, Locking Door Solid, 70" Tall	RAKA-WD-(88300)	Winsted	\$180.00
58	1	Uninterruptible Power Supply, Rackmount. 1500va	UPS-TRL-(SMART1500RM2U)	Triplite	\$765.00
59	1	Network Switch, MANAGED 48 Port POE	NSW-CIS-(WS-S2950-FPS-L)	Cisco	\$4,095.00
Interconnecting Cabling and Transmission Line Wire / PER Manufacturers Specs and Environmental Conditions					
60	1	Cable, PLENUM 18 - 2	CAB-BEL-(6300UE)	Belden	\$120.00
61	1	Cable, PLENUM 22 - 2	CAB-BEL-(6500UE)	Belden	\$75.00
62	1	Cable, PLENUM 22 - 4	CAB-BEL-(6502UE)	Belden	\$125.00
63	1	Cable, PLENUM CAT-5E	CAB-BEL-(1585A)	Belden	\$315.00
64	1	Cable, PLENUM SHLD 22 - 6	CAB-BEL-(6504FE)	Belden	\$205.00
65	1	Fastener, PENCIL ROD 3 FT .25 IN Clip and Pin with Bridle Ring		Tomarco	\$6.50
Logistics					
66	1	Engineering Hour			\$85.00
67	1	Project Management Hour			\$90.00
68	1	Programming Hour			\$100.00
69	1	Installation Hour			\$85.00
70	1	Training Hour			\$100.00

NOTES

1 Labor rates are based on work being performed during ASSI's normal business hours.