



To enrich lives through effective and caring service



Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

Gary Jones
Deputy Director

January 8, 2012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 January 8, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF CONTRACT WITH MCM INTEGRATED SYSTEMS, INC.
FOR CLOSED CIRCUIT TELEVISION MAINTENANCE SERVICES
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to award a contract to MCM Integrated Systems, Inc. for maintenance and technical support of installed cameras, monitors and related equipment for the Department of Beaches and Harbors' closed circuit television system.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve award of and instruct the Chairman to sign a three-year contract, with two one-year extension options and an additional six month-to-month extensions, with MCM Integrated Systems, Inc., to commence February 1, 2013 or the date of approval by your Board, if later, for maintenance and technical support of installed cameras, monitors and related equipment for the Department of Beaches and Harbors' closed circuit television system, at an annual cost not to exceed \$21,120, up to a maximum amount of \$116,160 for a potential total term of five years and six months.
2. Authorize the Director of the Department of Beaches and Harbors to exercise the two one-year contract renewal options and, if needed, the six month-to-month extensions if, in his opinion, MCM Integrated Systems, Inc. has successfully performed the services during the previous contract period and the services are still required.

3. Authorize the Director of the Department of Beaches and Harbors to increase the contract amount by up to 10%, or \$2,112 annually, in any year of the contract or any option year, for any additional or unforeseen services within the scope of this contract, for a potential contract amount of \$23,232 per year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contract (Attachment I) with MCM Integrated Systems, Inc. (MCM) will enable the Department of Beaches and Harbors (Department) to continue as-needed maintenance of the Department's closed circuit television (CCTV) surveillance system. Since October 2009, 44 cameras have been installed at various Department locations, including the Dockweiler Youth Center, the Financial Services Building, the Public Boat Launch Area/Mast-Up Storage facility and Burton Chace Park. These cameras assist with protecting County property and public safety as they transmit video feed to a housed server that can be reviewed and monitored.

The CCTV surveillance system requires maintenance, cleaning and adjustment on an as-needed and quarterly basis. To date, the maintenance services have been provided through the purchase order process. However, as this is an ongoing expenditure, a contract for these services will provide for long-term stability in service and price. The requested services are all of an extraordinary, professional, and technical nature.

Implementation of Strategic Plan Goals

Approval of the contract with MCM will promote and further the Board-approved Strategic Plan Goals of Operational Effectiveness (Goal 1), Strategic Initiative 2 (Risk Management), and Fiscal Sustainability (Goal 2), by providing timely and cost-effective maintenance services to maximize the longevity and usage of the Department's CCTV surveillance equipment.

FISCAL IMPACT/FINANCING

The total annual compensation for as-needed CCTV maintenance services shall not exceed \$21,120 in any contract year or \$116,160 during the potential five-year, six-month term. The contractor shall provide as-needed maintenance services at the fixed hourly rate of \$80 per hour, not to exceed the annual maximum amount of \$21,120. Should there be a need for emergent or unforeseen services outside of regularly scheduled business hours, the contract provides for such services at the rate of \$105 per hour.

The Department's Director may, by written notice to the contractor, increase the maximum annual compensation by up to 10% (\$2,112) in any contract year or optional extension period. The contract does not include any cost of living adjustments.

Operating Budget Impact

There is sufficient ongoing appropriation in the Department's current and future year budgets to fund the cost of the contract and any additional or unforeseen services within the scope of this contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is requesting award of the contract to MCM, which was determined to be the lowest cost, most responsive and responsible bidder. The recommended contract term is three years, with two one-year extension options, and, if needed, an additional maximum of six month-to-month extensions that may be exercised at the discretion of the Department's Director. The contract services will commence on February 1, 2013 or the date of approval by your Board, if later.

The contract contains the County's standard provisions regarding contractor obligations and is in compliance with all Board, Chief Executive Office (CEO) and County Counsel requirements.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract as the services are on an as-needed basis and are of a technical and intermittent nature.

The contract has been approved as to form by County Counsel. The CEO's Risk Management Office has approved the insurance coverage, indemnification, and liability provisions included in the contract.

CONTRACTING PROCESS

On April 11, 2012, the Department issued an Invitation for Bids (IFB) seeking qualified vendors to provide as-needed CCTV maintenance service. The IFB was advertised in the Eastside Sun, Compton Bulletin, Los Angeles Daily News, Argonaut, Daily Breeze, and San Gabriel Valley Tribune. The opportunity was also advertised on the "Doing Business with the County" Internet site, as well as the Department's own Internet site, where the document was available for download.

Two bids were submitted by MCM and Sierra Group. After the bids were reviewed to ensure they met the IFB's minimum requirements, it was determined that Sierra Group was the lowest cost bidder. After being apprised of its ranking, MCM requested a Proposed Contractor Selection Review and, subsequently, a County Review Panel. However, before the County Review Panel could be convened, Sierra Group, believing it would no longer be able to provide the services, requested to withdraw its bid. Under the circumstances, the Department negotiated with the next ranked lowest cost bidder, MCM, for contract award.

On final analysis and consideration of this contract award, MCM was selected without regard to gender, race, creed or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services or projects. This contract will provide for the continuation of services currently provided through purchase order.

The Honorable Board of Supervisors
January 8, 2012
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CONCLUSION

Authorize the Executive Officer of the Board to send two approved copies of this letter and two executed copies of the contract to the Department of Beaches and Harbors, Administrative Services Division, Contracts Unit.

Respectfully submitted,

*Kerry Silvers from
for*

SANTOS H. KREIMANN
Director

SHK:NAT:nat

Attachments (1)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MCM INTEGRATED SYSTEMS, INC.

FOR

CLOSED CIRCUIT TELEVISION MAINTENANCE SERVICES

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
CLOSED CIRCUIT TELEVISION MAINTENANCE SERVICE**

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CONTRACT
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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
CLOSED CIRCUIT TELEVISION MAINTENANCE SERVICES**

PART ONE - GENERAL CONDITIONS

1.0 GENERAL CONDITIONS

1.1 INTRODUCTIONS

1.1.1 Parties

This Contract entered into by and between the County of Los Angeles (the "County") and MCM Integrated Systems, Inc. (the "Contractor").

1.1.2 Recitals

The Contract is intended to integrate within one document the terms for the closed circuit television maintenance services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, Form P-1 (Offer to Perform) and Form P-2 (Bidder's Organization/Questionnaire Affidavit) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Invitation for Bid are true and correct, including but not limited to Forms P-3 through P-19 submitted with the Contractor's bid.

1.1.3 Effective Date

The effective date of this Contract shall be the later of February 1, 2013 or the date of Board approval.

1.1.4 Contract Provisions

The Contract is comprised of this Part 1 (General Conditions), Part 2 (Standard Contract Terms and Conditions), Part 3 (Unique Terms and Conditions), Exhibits and Forms, all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Invitation for Bids (IFB), the Exhibits or the Bid, such language shall be deemed

incorporated in the Contract; the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed

Contractor shall perform the work set forth in Attachment B, Statement of Work. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

1.1.6 Rescission

The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 2.45, Termination for Improper Consideration, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings

The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.3 CONTRACT TERM

1.3.1 Initial Term

The initial Contract term shall be three years commencing February 1, 2013 or after execution by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

1.3.2 Two One-Year/Six Month-to-Month Extension Options

If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Additionally, the Director may extend the final Contract term on a month-to-month basis for up to six months, at his/her sole discretion, by notifying the Contractor in writing before the expiration of the second optional Contract Year.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

1.3.3 Extension to Complete Emergent/As-Needed Services

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete emergent/as-needed services approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to six such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy. Contractor shall not perform any emergent or as-needed work after the expiration of the contract without an approved written extension.

1.3.4 Contractor to Notify County When it is Within Six Months from Expiration of Term

The Contractor shall notify the Department when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall provide written notification to the Department.

1.3.5 Survival of Obligations

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 CONTRACT SUM

1.4.1 Contract Payment

The net amount the County shall expend from its own funds during any Contract year for as-needed closed circuit television maintenance service shall not exceed \$30,000 per Contract Year, based on the Department's needs and availability of funds in the County's budget.

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

1.4.2 Increase of Contract Sum by Director

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor, increase the Contract sum amount by up to 10 percent in any year of the Contract or any extension period, to cover needed, increased services in the scope of the Contract, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Unscheduled Work

The Contractor shall be compensated for unscheduled work authorized in writing by the Director at the rates quoted on Form P-1 of the bid. Such work shall be subject to Sections 1.4.2 and 2.48. Emergencies, special or unscheduled services shall be considered unscheduled work subject to this Section and will be paid at the rate per hour for unexpected services, as specified on Form P-1. However, no payment for additional work shall be made where the Contractor has adjusted regular employee schedules to cover additional work or where additional work results from the Contractor's inadequate performance of scheduled duties.

1.4.4 Compensation Payable Only Under Completion of Items/Description of Work at Quoted Rates

Notwithstanding any other provisions of the Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of the Statement of Work issued under the Contract and executed by the Director or the Chief Deputy. Compensation for all work shall be at Contractor's rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 2.48.

1.4.5 Contractor to Notify County when it has Received 75% of Total Contract Amount

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

1.4.6 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, or any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to

County. Payment to County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

1.5 INVOICES AND PAYMENTS

1.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Attachment B, Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Form P-1, Offer to Perform, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

1.5.2 Contractor's Invoice Procedures

The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice. Invoices shall identify the Contract number and shall itemize dates and hours or work performed, type of work performed, person performing the work, hourly rate for such person and other information necessary to calculate the payment for the work.

Upon the Department's receipt and the Contract Administrator's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.5.3 Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Department's Administrative Services Division prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

1.5.4 Local Small Business Enterprises - Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.6 ADMINISTRATION OF CONTRACT - CONTRACTOR

1.6.1 Contractor's Contract Representative

The Contractor's Contract Representative is designated on Form P-16, Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

1.6.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

1.6.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

1.6.4 Confidentiality

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules,

regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 1.6.4, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 1.6.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without the Director's prior written approval.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
CLOSED CIRCUIT TELEVISION MAINTENANCE SERVICES
PART TWO - STANDARD TERMS AND CONDITIONS

2.0 STANDARD TERMS AND CONDITIONS

2.1 AMENDMENTS

2.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.

2.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department or his/her authorized designee.

2.1.3 The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 1.3, Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.

2.2 ASSIGNMENT AND DELEGATION

2.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or

delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

2.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

2.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

2.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

2.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

2.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

2.5.1 Within 10 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

2.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

2.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 10 business days for County approval.

2.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

2.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five business days of receiving the complaint.

2.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

2.5.7 Copies of all written responses shall be sent to the County's Contract Administrator within five business days of mailing to the complainant.

2.6 COMPLIANCE WITH APPLICABLE LAW

2.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

2.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement,

agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

2.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Form P-8 – Contractor's EEO Certification*.

2.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

2.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit 3* and incorporated by reference into and made a part of this Contract.

2.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with

the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion,

that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

2.9 CONFLICT OF INTEREST

2.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

2.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

2.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

2.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

2.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

2.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the

performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

2.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

2.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be

debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment

period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

2.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

2.13 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

2.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

2.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

2.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

2.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be

made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

2.17 EMPLOYMENT ELIGIBILITY VERIFICATION

2.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

2.18 FACSIMILIE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 2.1, and received via communications facilities, as legally sufficient evidence that such

original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

2.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

2.20 FORCE MAJEURE

2.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

2.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required

performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

2.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

2.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

2.22 INDEPENDENT CONTRACTOR STATUS

2.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

2.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation

liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

2.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 1.6.4, Confidentiality.

2.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

2.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 2.24 and 2.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

2.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to

County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Department of Beaches and Harbors
13837 Fiji Way, Marina del Rey, CA 90292
Attention: Nicolette Taylor, Contracts Analyst

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of

County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

2.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

2.24.3 Cancellation of Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

2.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

2.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

2.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

2.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

2.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-

Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

2.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

2.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

2.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

2.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required

Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

2.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

2.25 INSURANCE COVERAGE

2.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

2.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage

provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

2.26 LIQUIDATED DAMAGES

2.26.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

2.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Attachment B-1, Statement of Work* hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from

the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

2.26.3 The action noted in sub-paragraph 2.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

2.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 2.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

2.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

2.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

2.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 2.28.2** The Contractor shall certify to, and comply with, the provisions of *Form P-8, Contractor's EEO Certification*.
- 2.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 2.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 2.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 2.28 when so requested by the County.
- 2.28.7** If the County finds that any provisions of this sub-paragraph 2.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the

anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

2.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

2.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

2.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

2.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

2.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice No.1015, Exhibit 4*.

2.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit 5* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

2.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Form P-16, Contractor's Administration*. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

2.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in

any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

2.36 PUBLIC RECORDS ACT

2.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 2.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

2.37 PUBLICITY

2.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the

County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contractor Administrator. The County shall not unreasonably withhold written consent.

2.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 2.37 shall apply.

2.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside

Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

2.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 2.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

2.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

2.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

2.40 SUBCONTRACTING

2.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

2.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

2.40.3 The Contractor shall indemnify, defend and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

2.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

2.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

2.40.6 The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor

employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

2.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

2.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

**Los Angeles County Department of Beaches and Harbors
Administrative Services Division / Contracts Unit
13837 Fiji Way
Marina del Rey, California 90292**

before any Subcontractor employee may perform any work hereunder.

2.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 2.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 2.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

2.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 2.52 "Warranty of Compliance with County's Defaulted Property Tax

Reduction Program” shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

2.43 TERMINATION FOR CONVENIENCE

2.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

2.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 2.38, Record Retention & Inspection/Audit Settlement.

2.44 TERMINATION FOR DEFAULT

2.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department’s Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2.44.2 In the event that the County terminates this Contract in whole or in part as provided in Section 2.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

2.44.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 2.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to

perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section 2.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

2.44.4 If, after the County has given notice of termination under the provisions of this Section 2.44, it is determined by the County that the Contractor was not in default under the provisions of this Section 2.44, or that the default was excusable under the provisions of Section 2.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 2.43-Termination for Convenience.

2.44.5 The rights and remedies of the County provided in this Section 2.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.45 TERMINATION FOR IMPROPER CONSIDERATION

2.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2.45.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee

or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

2.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

2.46 TERMINATION FOR INSOLVENCY

2.46.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

2.46.2 The rights and remedies of the County provided in this Section 2.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.47 TERMINATION FOR NON-ADHERANCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

2.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

2.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

2.50 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 2.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.51 WARRANTY AGAINST CONTINGENT FEES

2.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established

commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2.51.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

2.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance with Los Angeles County Code Chapter 2.206.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
CLOSED CIRCUIT TELEVISION MAINTENANCE SERVICES**

PART THREE - UNIQUE TERMS AND CONDITIONS

3.0 UNIQUE TERMS AND CONDITIONS

3.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

3.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

3.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

3.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local small business enterprise

3.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

3.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 3.2.1** This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 3.2.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 3.2.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 3.2.4** If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

3.3 EMPLOYEE CONFLICTS

Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment. Contractor certifies that it has disclosed to the County any potential or actual conflicts of the type described in this Section 3.3 which existed as of the date hereof. All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of

the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

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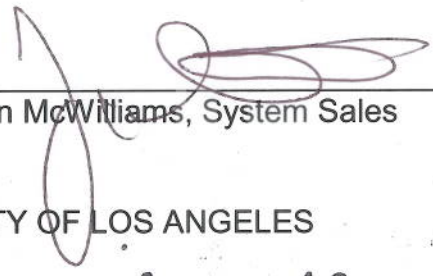
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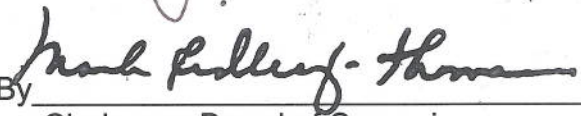
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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by said County and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

MCM INTEGRATED SYSTEMS

By 
John McWilliams, System Sales

COUNTY OF LOS ANGELES

By 
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

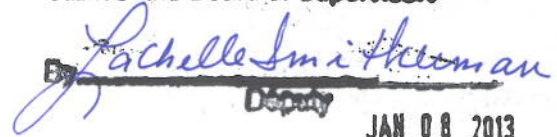


I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

77905

By 
Deputy JAN 08 2013

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By 
Deputy JAN 08 2013

APPROVED AS TO FORM:

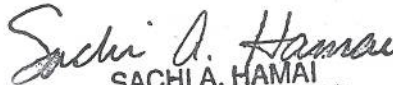
JOHN F. KRATTLI
County Counsel

By 
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15

JAN 8 2013


SACHI A. HAMAI
EXECUTIVE OFFICER

STATEMENT OF WORK

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK FOR
CLOSED CIRCUIT TELEVISION MAINTENANCE SERVICE**

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ATTACHMENT B-1

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LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS

STATEMENT OF WORK

CLOSED CIRCUIT TELEVISION MAINTENANCE SERVICE

1.0 GENERAL REQUIREMENTS

1.1 Scope of Work

The Contractor shall be capable of providing the services as listed in the Statement of Work (SOW).

1.2 Contractor's Work Plan

Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Bid.

1.3 Contractor's Expenses

The Contractor shall at its own expense provide all labor, material, equipment, supplies, licenses, registrations, data systems, transportation, meals, lodging, services and expenses required for the work.

2.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS, WORK HOURS, AND/OR SITE LOCATIONS

2.1 The County reserves the right to add, re-locate and/or modify facilities, requirements and CCTV Equipment (as identified in Exhibit 1) in accordance with County's needs.

2.2 The County reserves the right to add sites to, or remove sites from, the list of facilities identified in Exhibit 1. The County may from time to time close or cease operating at specific sites. Such events shall not be deemed breaches of this Contract and shall not relieve the Contractor of its duty as to the remaining dates of service.

2.3 Emergencies

The Director, in his sole discretion, may determine that an emergency or unforeseen incident requires maintenance of the Department's closed

circuit television cameras. The Contractor shall make such services available within four hours of telephone notice.

- 2.4** All changes must be made in accordance with Attachment A, Sample Contract, sub-paragraph 2.1, Amendments.

3.0 CONTRACTOR'S QUALITY CONTROL PLAN

- 3.1** The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County's Contract Administrator for review and may be subject to amendment by the Director or his designee. The plan shall include, but may not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- Documentation methods of all monitoring results, including any corrective action taken; and
- Steps taken to correct deficiencies reported by the Department or discovered by your reviewer.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Attachment A, Sample Contract, sub-paragraph 2.15, County's Quality Assurance Plan.

4.1 General Requirements

The following requirements shall be observed:

- Contractor shall meet deadlines set by the Contract Administrator;
- Contractor shall timely complete reports required by the Contract;
- Contractor shall accurately report hourly services; and
- Contractor shall promptly return calls of County agents and employees.

4.2 Contract Discrepancy Report (Attachment B-1)

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The Contract Administrator will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Administrator within three workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within five workdays.

4.3 The Contract Administrator may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the Contract Administrator may issue a separate Contract Discrepancy Report each day the deficiency continues.

4.4 The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Statement of Work, Attachment B1, Performance Requirements Summary or proceed with Contract termination as provided in Attachment A, Sample Contract, subparagraph 2.44, Termination for Default.

4.5 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 County's Contract Administrator

- 5.1.1** The Department shall appoint a Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.
- 5.1.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.
- 5.1.3** The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.
- 5.1.4** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.
- 5.1.5** The Department shall provide Contractor with a contact list of those Department staff that has user rights to the CCTV systems.

CONTRACTOR

5.2 Contractor's Representative

- 5.2.1** The Contractor shall designate a full-time employee as the Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities and shall be available to County staff on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the CR.
- 5.2.2** The CR shall have full authority to act for the Contractor on all matters relating to the day-to-day operations of the Contract work. The CR shall be able to effectively communicate in English orally and in writing. The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve

reports. The Contractor shall obtain the approval of the CA before replacing the CR.

5.3 Contractor's Staff

- 5.3.1** At its own expense, Contractor shall ascertain that persons performing Contract work are of sound physical and emotional condition necessary to perform required duties.
- 5.3.2** Contractor's personnel shall not bring visitors into the workplace.
- 5.3.3** Contractor's personnel shall not bring any form of weapons or contraband to County facilities.
- 5.3.4** Contractor's personnel shall conduct themselves in a reasonable manner at all times; shall not cause disturbance in any County facility; and otherwise are subject to all rules and regulations of the Department while in the workplace.
- 5.3.5** No personnel employed by the Contractor and assigned to any County facility shall have a conviction of a serious non-traffic misdemeanor, theft or felonies.
- 5.3.6** All personnel assigned by the Contractor to perform Contract work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the County, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract. The County reserves the right to bar any of the Contractor's staff from performing work on this Contract.
- 5.3.7** At County's request, Contractor shall immediately remove any employee who is performing the Contract work in an unsatisfactory manner. The County shall not be required to state the reason or otherwise justify its demand.
- 5.3.8** The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.

5.4 Contractor's Office

5.4.1 The Contractor shall maintain an office within Los Angeles County at which its principal officers or owners may be contacted personally by email, mail or telephone.

5.4.2 Contractor's office shall be staffed during regular business hours, 8:00 a.m. to 5:00 p.m., by at least one employee. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during regular business hours.

5.4.3 The Contractor shall provide an answering service and voicemail to receive calls at any time both of the Contractor's offices are closed. The Contractor shall monitor calls received on a daily basis when the Contractor's office is closed and shall return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall respond to calls received by the answering service within one half-hour of receipt of the call. In addition, the Contractor shall provide a 24-hour telephone number for immediate response to emergencies.

6.0 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY

6.1 Keys and Gate Cards

The County may provide the Contractor with keys and/or gate cards for access to the facilities, including security camera closets and equipment cabinets, at the determination of the CA. In the event of any lost or stolen key or gate cards, the CR shall report to the CA within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All keys and gate cards shall be returned to the CA upon Contract termination.

6.2 The Contractor shall not duplicate any key or gate card without the CA's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

6.3 Restricted Access

Access to certain facilities will only be provided to the Contractor with the accompaniment of Department staff. The location of these facilities shall be made available on an as-needed basis, when necessary to complete the contract work.

6.4 Replacement Parts

The County will reimburse the Contractor separately for the parts required to be replaced in the normal course of business. However, the Contractor must request and receive pre-approval in writing from the CA to procure and replace the parts. The County has discretion as to whether the Contractor or County will procure replacement parts.

7.0 EQUIPMENT FURNISHED BY CONTRACTOR

7.1 Contractor to Furnish Supplies and Equipment

Except for the items furnished by the County pursuant to Section 6.0, Contractor shall provide all supplies and equipment necessary to perform the Contract work.

7.2 Warranty

Contractor shall warranty any replacement equipment it provides.

7.3 Photo Identification

Contractor shall furnish and require every on-duty employee to wear a visible photo identification card identifying the employee by name, physical description and company. The card shall be approved by the Contract Administrator.

8.0 UNSCHEDULED WORK

- 8.1** The Director, in his sole discretion, may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God and third party negligence.
- 8.2** Contractor shall contact the CA for approval before beginning any work. No unscheduled work shall commence without written authorization.

9.0 SPECIFIC WORK REQUIREMENTS

9.1 Service Visits

Contractor shall perform routine cleaning and servicing of all equipment on regularly scheduled 90 day interval visits. The Contractor shall perform the following routine maintenance:

- Visual inspection of the equipment;
- Routine cleaning and servicing of all equipment;
- Perform needed repairs for failed equipment;
- Provide complete camera cleaning, making minor adjustments to camera angles and refocus cameras as needed; and
- Verify communications integrity and check for any communication problems.

9.2 Additional Requests

Contractor shall allow for additional requests outside of the regularly scheduled 90 day interval visits for cleanings, adjustments and/or repositioning of cameras.

9.3 Response and Notification

Contractor shall respond to requests for service from the Department within the specified timeframes listed below:

- Contractor shall maintain a service department that is available to receive and respond to service calls 24 hours a day, seven days a week;

- Contractor shall dispatch a service technician within 4 hours of notification from the Department;
- Contractor shall dispatch a service technician for critical systems failure within four hours notification from the Department;
- Contractor shall check UPS and surge protection plugs every six months and notify Department if insufficient power is recorded;

9.4 Technical Support

Contractor shall provide software technical support as needed to meet County's operational needs. The technical support shall include:

- Assistance in locating and archiving incident recorded video;
- Ensuring equipment is up-to-date with the latest releases and updates.

9.5 Should Contractor perform maintenance resulting in system shutdown or any other system malfunction, Contractor shall contract the CA, and if needed, designated County staff from the contact list provided by County.

10.0 LOGS AND REPORTS

10.1 Contractor to Submit Reports

The Contractor shall submit with each invoice a report describing the services rendered during the period, including:

- The charge for the services rendered;
- Inspection report of equipment cleaned and serviced;
- Report of equipment receiving maintenance.

11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County's Contract Administrator of Contractor's new green initiatives prior to the contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

12.1 The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

ATTACHMENT B- 1

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Contract Administrator

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Authorized Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION

Contract Administrator Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Closed Circuit Television Maintenance Service

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SAMPLE CONTRACT: SUB-PARAGRAPH 1.5 – <i>INVOICES & PAYMENTS</i>	Contractor shall submit invoices by the 15 th of each month	Review of Invoices	\$50 per occurrence
SAMPLE CONTRACT: PARAGRAPH 2.38 – <i>RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT</i>	Contractor shall maintain all required records as specified	Inspection of Files	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 2.3 – <i>EMERGENCIES</i>	Contractor shall provide service for emergencies or unforeseen incidents at the Director's request within four hours notice	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 3.0 – <i>CONTRACTOR'S QUALITY CONTROL PLAN</i>	Contractor shall observe & comply with its quality control plan	Observation & Documentation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 4.0 – <i>COUNTY'S QUALITY ASSURANCE PLAN</i>	Contractor shall observe & comply with County's quality assurance plan	Observation & Documentation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.2 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall designate a full-time employee as the Contractor's Representative	Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.1 – <i>RESPONSIBILITIES – CONTRACTOR'S STAFF</i>	Contractor's personnel shall undergo and pass a background investigation prior to beginning work on the Contract	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.5 - <i>RESPONSIBILITIES – CONTRACTOR'S STAFF</i>	Contractor's personnel shall conduct themselves in a reasonable manner at all times	Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.8 - <i>RESPONSIBILITIES – CONTRACTOR'S STAFF</i>	Contractor shall immediately remove any employee from performing contract work at County's request	Observation	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Closed Circuit Television Maintenance Service

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-PARAGRAPH 5.4.1 - <i>RESPONSIBILITIES – CONTRACTOR’S OFFICE</i>	Contractor shall maintain an office within Los Angeles County	Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.1 - <i>FACILITIES & EQUIPMENT - COUNTY</i>	Contractor shall report any lost or stolen keys or gate cards within 24 hours of discovery	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.2 - <i>FACILITIES & EQUIPMENT - CONTRACTOR</i>	Contractor shall furnish & require its employees to wear visible photo identification	Review & Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 8.2 – <i>UNSCHEDULED WORK</i>	Contractor shall receive approval from CA before beginning any unscheduled work	Review & Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 9.1 – <i>SPECIFIC WORK REQUIREMENTS</i>	Contractor shall perform routine cleaning and servicing of all equipment on 90 day interval visits	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 9.2 – <i>SPECIFIC WORK REQUIREMENTS</i>	Contractor shall allow for additional requests outside of regularly scheduled service visits	Review & Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 9.3 – <i>SPECIFIC WORK REQUIREMENTS</i>	Contractor shall respond to requests for service from the Department within specified timeframes	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 9.4 – <i>SPECIFIC WORK REQUIREMENTS</i>	Contractor shall provide software technical support as needed	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 10.0 - <i>LOGS & REPORTS</i>	Contractor shall submit to required reports with submitted invoice	Review & Observation	\$50 per occurrence

**CLOSED CIRCUIT TELEVISION MAINTENANCE SERVICE
OFFER TO PERFORM / PRICE PROPOSAL**

Proposer:

Name: MCM Integrated Systems
Address: 6961 Hayvenhurst Ave.
Van Nuys, CA 91406
Phone: 818-780-3800 Fax: (818) 780-4107

To: Santos H. Kreimann, Director, Department of Beaches and Harbors

Bidder, responding to the Invitation for Bids (IFB) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide closed circuit television maintenance service on the terms and conditions for the performance of this work that are set forth in the IFB. Such services shall be performed during a three-year term and at the sole discretion of the Director may be extended for two additional, consecutive, optional Contract years. The two one-year options shall be exercised separately in succession. The Director, at his sole discretion, may also extend the final Contract term on a month-to-month basis for up to six months.

The compensation for Bidder's services shall be in accordance with the hourly rates set forth for such work on page 2, subject to the limitations provided in the Contract.

This offer shall be irrevocable for a period of 180 days after the final date for submission.

Bidder is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture ☐ limited liability company ☐ other: _____

State of organization: California Principal place of business: California

Out of state vendor's authorized agent for service of process in California:

Name _____ Address _____ Phone _____

The Bidder represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

JOHN MCWILLIAMS ^{SYSTEM SALES} PRESIDENT 818-780-3800 x.106
Name Title Phone

RICHARD M. MCWILLAN PRESIDENT 818-780-3800 x.105
Name Title Phone

Bidder's signature: Richard M. McMillan

Date: 5/29/12

RICHARD M. MCWILLAN PRESIDENT 5/29/12
Name Title Phone

PRICE PROPOSAL

CCTV maintenance services will be compensated at the quoted hourly rates. The cost of providing all contractual services and support staff, as well as overhead, materials, subcontractors, equipment purchase/rental, disposal fees, risk items or any other expenses to provide this service should be reflected in the quoted price.

Rate I - Scheduled Work (See Attachment B, Statement of Work)

Rate Per Hour (1)	Quarterly Hours Required (2)	Annual Cost (1) x (2) x 4 Quarters
\$ 80	66	\$ 21,120. ⁰⁰

Note: The annual cost for scheduled work will be used to determine the bid price. If there is more than one bid with the same cost, the lowest rate for unscheduled work (during business hours) will determine the bid price.

Rate II - Unscheduled Work

During Business Hours (M-F 7:00 a.m. to 5:00 p.m.) Same as 1 above

Rate per Hour \$ 80.⁰⁰

Outside of Business Hours

Rate per Hour \$ 105.⁰⁰

MCM Integrated Systems, Inc. CA 1995
Name State Year Inc.

[illegible]

Not Applicable

Bidder acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Section 1.4 – Minimum Mandatory Requirements, of this Invitation for Bid, as listed below.

Check the appropriate boxes:

- ☒ Yes ☐ No Bidder must demonstrate a minimum of five years' continuous experience installing and maintaining security systems and equipment.
- ☒ Yes ☐ No Bidder must demonstrate their experience and expertise with the following manufacturers: DVTel, Firetide, Avalan and Bosch.
- ☒ Yes ☐ No Bidder must be able to receive and respond to service calls 24 hours a day, seven days a week.
- ☒ Yes ☐ No Bidder's price for scheduled maintenance must not exceed \$30,000 in any year of the Contract.
- ☒ Yes ☐ No Bidder must have an office located in Los Angeles County.
- ☒ Yes ☐ No Bidder must complete and return Forms P1 - P19.

Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Bidder's Name:

MCM Integrated Systems, Inc.

Address:

6961 Hayvenhurst Ave.
Van Nuys, CA 91406

E-mail address: john.mcwilliams@mcmintegrated.com Telephone number: 818-780-3800

Fax number: 818-780-4107

On behalf of MCM Integrated Systems (Bidder's name), I John McWilliams
(Name of Bidder's authorized representative), certify that the information contained in this Bidder's
Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature: [Signature]

Title: System Sales

Date: 5/29/12

95-453-4657
Internal Revenue Service
Employer Identification Number

716840
California Business License Number

51073901
County WebVen Number



State of California

Secretary of State

Confirmation of Receipt of Document/ Receipt for Payment

IMPORTANT: Do not use the Back button on your browser. Using the Back button will result in duplicate charges being applied to your credit card.

[Return to Main Page](#)

Richard W. McMillan 5/9/12

Transaction ID:	AA49314-34B35E63-0F82-5EBF-B6E4-36DA514DAE5B
Confirmation #:	04418S
Charge Description	E-file Statement of Information for C1764899
Name:	MCM INTEGRATED SYSTEMS, INC. RICHARD McMILLAN
Address:	6961 HAYVENHURST AVE.
Address Line 2	
City/State/Zip:	VAN NUYS, CA 91406
Phone:	818-780-3800
Email:	gloria_kahn@mcmintegrated.com
Amount:	25.00
E-File Session:	3102494
AVS Response:	Y
Date/Time:	4/10/2012 4:12:05 PM

Note: Confirmation of receipt does not constitute an approved/accepted filing. We recommend that you print or save this screen as a record of your E-file transaction and credit card payment.

Copies of filings after submission may be requested using our [Business Entities Records Order Form](#).

If you are representing a business, we want you to be aware of a deceptive solicitation sent to many companies implying they have to go through a private, third party vendor – and pay an exorbitant fee – in order to file official documents with our office.

These solicitations are asking for fees of up to \$495 to file various documents with our office – documents that, in most cases, have a filing fee of \$25 for Statements of Information at most and \$0 for termination documents.

5

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: MCM Integrated Systems

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
<u>California Superior Courts</u>	<u>111 N. Hill LA 90012</u>	<u>Lucila Thieden</u>	<u>(213) 974-0792</u>	<u>()</u>
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<u>2006-022</u>	<u>5 Years</u>	<u>Low Voltage Security</u>	<u>\$3 million</u>	
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
<u>MTA</u>	<u>One Gateway Plaza, LA CA 90012</u>	<u>Phyllis Meng</u>	<u>(213) 922-2375</u>	<u>(213) 922-2118</u>
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<u>PS 10643001</u>	<u>5</u>	<u>Low Voltage Security</u>	<u>\$1.5 million</u>	
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
<u>Los Angeles County Public Library</u>		<u>JIM ALLEN</u>	<u>(562) 940-4145</u>	<u>()</u>
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<u>Multiple SITES</u>	<u>3</u>	<u>Low Voltage Security</u>	<u>\$200,000.00</u>	
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
<u>Los Angeles County TSD</u>	<u>1100 N. Eastern Ave.</u>	<u>Jennifer Din</u>	<u>(323) 267-2451</u>	<u>(323) 415-8662</u>
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
<u>MA-IS-1240321-1</u>	<u>5</u>	<u>As Needed - Security</u>	<u>Approximately \$250,000.00</u>	
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
			<u>()</u>	<u>()</u>
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: MCM Integrated Systems

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		

BUSINESS AND FINANCIAL SUMMARY

- 1. BACKGROUND.** Provide a summary description of your relevant background information demonstrating your firm's capacity to perform the required Contract work.
- 2. EXPERIENCE.** Provide your experience consulting with public and private sector developers on California Coastal Commission proceedings on Local Coastal Program Amendments and coastal permits.
- 3. CLIENT REFERENCES.** List all experience your firm has had in the past five years performing California Coastal Commission consultant services. At least five years' experience must be demonstrated. **At a minimum, five references should be submitted.**

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Contact's Ph. No.
2007	On-Going	Los Angeles County Sheriff's Department	12335 12440 E. Imperial Hwy. Norwalk	Mario Mejico	562-345-4133
2005	On-Going	Los Angeles County Public Library	7400 E. Imperial Hwy. Downey	Jim Allen	562-940-4145
	On-Going	Metropolitan Transit Authority	One Gateway Plaza LA, CA 90012	Phyllis Meng	213-922-2375
1999	On- 5/14/14	Internal Services Department	1100 N. Eastern Ave.	Mike Roberts	323-881-4608
	On-Going	GUIDANCE SOFTWARE	215 N. Marengo Ave. Pasadena, CA	Daniel Osers	626-768-4662

Attach additional pages if necessary

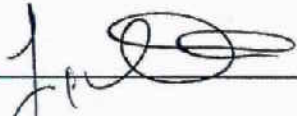
3. Location of office of operation Van Nuys

4. How many full-time employees does your firm employ? 21

5. Attach an organizational chart or describe the organization of your firm:

6. Evidence of Insurability. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 2.25 of the Sample Contract.

7. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Signature: 

Date: 5/29/12

Title: System Sales

(918)



Access Control/Video

Form P-5 Supplementary Information

1. Background

MCM Integrated Systems has provided the various Los Angeles County Departments with innovative and rock solid security products for over twenty years. MCM has maintained an overall Master Service Agreement for the provision of security devices for better than twenty years and all of the products installed and working at the referenced Beaches and Harbors sites have been installed and maintained by MCM.

MCM has been in business for thirty-four years and continues to lead the industry in service and installation expertise. MCM has proven, since the installation of the Beaches and Harbors systems referenced in this RFB, that we know how to maintain and can respond quickly to problems that arise. We not only installed them but have serviced them without fail since their commissioning.

2. Experience

Although MCM has not worked directly with the CCC on consulting, MCM stands as one of the preeminent consulting groups on the West Coast. MCM designed and developed the plans for Beaches and Harbors at the Administration Building, Mast-Up Storage, the Fiscal Services Building, Dockweiler Youth Center and Chace Park. In this development we have used new technology to bring together a system that a few short years ago could not have happened.

As two of our largest clients, both ISD and LASD have used and continue to use our consulting teams to develop and implement systems that work and are at the forefront of technology.



Access Control/Video

Form P-5 Supplementary Information

Organization of Firm

MCM is organized in the following manner from top to bottom:

Company President
Richard McMillan

System Sales
John McWilliams

Systems Engineer
Rick Vergara

Project Manager
Bruce Brown

Service Manager
Nelson Cabrera

Assistant Project Manager
Brent Bollar

Service Technicians (4)

Installation Technicians (8)



CERTIFICATE OF LIABILITY INSURANCE

OP ID: C9

DATE (MM/DD/YYYY)

09/23/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brakke-Schafnitz Ins. Brokers License #0428916 28202 Cabot Road, Suite 600 Laguna Niguel, CA 92677-1251 John Riordan	949-365-5100 949-365-5181	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MCMIN-1	FAX (A/C, No):
INSURED MCM Integrated Systems, Inc. 6961 Hayvenhurst Avenue Van Nuys, CA 91406	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Ins Co		18058	
INSURER B: Philadelphia Insurance		18058	
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PHPK775542	09/25/11	09/25/12	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
	☒ Errors/Omissions					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY		PHUR369816	09/25/11	09/25/12	COMBINED SINGLE LIMIT (Each accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS					\$
	☐ NON-OWNED AUTOS					\$
	☐ UMBRELLA LIAB ☒ OCCUR					EACH OCCURRENCE \$ 3,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$ 3,000,000
	☐ DEDUCTIBLE					\$
	☒ RETENTION \$ 10,000					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTHER ☐
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A						E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

MCM Integrated
6961 Hayvenhurst Ave.
Van Nuys, CA 91406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carol L. Fricke

STAFFING AND WORK PLAN

1a. STAFFING PLAN: Please provide the requested information for staff, principals and subcontractors. Provide the names, experience and responsibilities of those staff that will be responsible for supervising the Contract work. **Attach each person's resume.**

Position	Name	Experience	Responsibility
Principal Planning Consultant	JOHN MCWILLIAMS	12 Years Designing and Implementing Security	Contract Support
Senior Project Manager	BRUCE BROWN	27 Years in Security Design	Provide all Labor and Equipment for each job.
Senior Planner	RICK VERGARA	20 Years in Design & Engineering	System Engineering Design
Contractor's Representative			
Other: Service Manager	Nelson Cabrera	20 years in Security System Service.	Primary for all Service Calls and Maintenance

1b. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION RICHARD M. MCILLAN

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Bruce H. BROWN	13. ROLE IN THIS CONTRACT Project Mgr./Consultant	14. YEARS EXPERIENCE	
		a. TOTAL 20+ Years	b. WITH CURRENT FIRM 9 Years

15. FIRM NAME AND LOCATION (City and State)

MCM Integrated Systems, Inc. Van Nuys, California.

16. EDUCATION (DEGREE AND SPECIALIZATION)

BACHELOR OF ARTS/ BROADCAST COMMUNICATIONS

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

California Project Management & NFPA ASSOC.

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Specialized in Project Management, Design, and estimate various sizes and scopes of projects ranging from craft jobs to multiple craft/trades projects. Has worked in the area of Integrated Security Systems including Access Control, CCTV, Intercommunication, and Network Based Security Systems. Has certifications in Mechanical & Electrical Cost Estimating which provides a complete understanding of related systems and how they tie to the Integrated Security Systems. Works very closely with client(s) to ensure projects are designed accurately and remain on schedule and assumes responsibility that project(s) meet client(s) full satisfaction and requirements.

10. RELEVANT PROJECTS (format)

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION
a.	Metro Transit Auth. One Gateway Plaza Los Angeles, Ca.	Security	On going 2006
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design, and then furnish and install all materials needed to complete all related security projects set forth by the MTA and MCM to further enhance the security & safety of all MTA employees and the public since 9/11. Projects included comprehensive CCTV, Intercommunication equipment, Specialized entrance control systems, Card Access systems throughout the MTA HQ building.		
b.	Pomona Court (North and South Bldgs) Pomona, Ca.	Security	Finished 7/06
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design-Install-Implement a new updated networked based access control system & a video system connecting both court building together for enhancements.		
c.	IndyMac Bank-Pasadena, Ca. Inclusive of all IndyMac Buildings here in Ca. and throughout the country, Over 50 Bldgs.	Security	On going Since Nov 2000
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design-Install-Implement-Cost Estimate-Project Management all Integrated Security Systems utilized by the Bank across the country, and ensure that all systems are tied through the banks network back to the Pasadena Home Office for monitoring and control aspects of the systems.		
d.	Pasadena Court-Pasadena, Ca.	Security	6/00-6/02
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design-Install-Implement a Court Integrated Security System including new vehicle gates, Vehicle gate motors, an Access control building system, a new CCTV system including DVR's, and a building lock down system.		

(1) TITLE AND LOCATION (City and State) Santa Monica Court, Santa Monica, Ca.	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Security	CONSTRUCTION 2000-2006
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design-Install-Implement a new Integrated Court Security System including a CCTV System throughout the courtrooms and the court house, a Court Assisted Listening System for the Hearing Impaired, an Emergency Intercom system, a Public Address System, a Building Access Control System, and a Electronic Building Lockdown System.		

STANDARD FORM 330

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Rick Vergara	13. ROLE IN THIS CONTRACT Systems Engineer Consultant	14. YEARS EXPERIENCE	
		a. TOTAL 14 Years	b. WITH CURRENT FIRM 14 years
15. FIRM NAME AND LOCATION (City and State) MCM Integrated Systems - Van Nuys, California			
16. EDUCATION (DEGREE AND SPECIALIZATION) BACHELOR OF SCIENCE/ELECTRONICS & COMM.		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) SYSTEM SALES ENGINEER	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Has expertise in translating client(s) needs and ideas into functional Integrated Security System(s) including: Access Control, CCTV, Intercommunication Systems, and Gate Control Systems. These systems can be Networked or stand-a-lone systems. Has expertise in the Software Management of Major Integrated (Video/Access) Network Based Accounts. Able to write and develop specifications, system designs and contract proposals for all related Integrated Security Systems.			

10. RELEVANT PROJECTS (format)

(1) TITLE AND LOCATION (City and State) Orange County Sheriff—Orange County, California	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Security-Design	CONSTRUCTION 12/01-Present
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design, install, and implement a complete Network Based Access Control & Identification Badging System throughout the Orange County Sheriff HQ building and remote buildings. Also design and install a complete CCTV system in the Sheriff HQ BLDG.		
(1) TITLE AND LOCATION (City and State) Metro Transit Authority (MTA) - Los Angeles, California	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Security-Design	CONSTRUCTION 12/01-Present
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design, install, and implement a complete Network Based Access Control and Security System throughout the MTA HQ Bldg and remote buildings. Systems designed shall also include CCTV, DVR's and Gate Control Systems for Parking Lots. System also being currently design and implemented is an Intelligent Video Surveillance System.		
(1) TITLE AND LOCATION (City and State) LA County Sheriff Emergency Operations Bureau Center	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Security-Design	CONSTRUCTION 12/04 -Present
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design, Install and Implement a Network Based Access Control System. Currently in the Process of Updating the complete Access Control System to the latest Version, and incorporating a new Network Based CCTV System utilizing IP based components and hardware.		

(1) TITLE AND LOCATION (City and State) IndyMac Bank	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Security-Design	CONSTRUCTION 11/00 - Present

d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE () Check if project performed with current firm
Design, Install, Implement, Project Manage, Network Manage all portions of Security System(s) installed for the Bank throughout the United States. Help Design and Implement a complete Bank Employee Photo Identification System utilized by the Bank for all employees and Contractors to the Bank.

(1) TITLE AND LOCATION (City and State) Long Beach Memorial Hospital, Long Beach, California	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Security - Design	CONSTRUCTION 11/96-Present

e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm
Design, Estimate, and Manage the complete installation and Maintenance of the Integrated Security System(s) installed throughout the Hospital and remote buildings connected to the hospital. System(s) include CCTV, Intercommunication Based, Access Control, Photo ID System, Duress Alarms, Vehicle Access Systems, and Digital Video Recorders.

STANDARD FORM 330

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects. If not specified, Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION (City and State) Santa Monica Court, Santa Monica, California	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Security-Design	CONSTRUCTION 6/98 - Present

1c. IDENTIFY PARTNERS/SUBCONTRACTORS

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

1d. ADDITIONAL EMPLOYEES: Provide the job titles and number of employees (other than supervisors identified in 1a) who will be responsible for complying with the Contract requirements.

	TITLE	NUMBER	RESPONSIBILITIES
(X)	Service Technicians	4	All on-site preventative maintenance and repair

Attach additional pages if necessary

2. APPROACH TO CONTRACT REQUIREMENTS:

a. Approach to Specific Work Requirements.

- Please describe the experience of the staff who will perform the Contract work;
- Please provide a narrative of your ability to receive and respond to service calls 24 hours a day, seven days a week.



Access Control/Video

Form P-6 Supplementary Information

Approach to Contract Requirements

MCM plans to take the same approach we have implemented for the last twenty years when it comes to compliance on a site of this size.

MCM has always maintained a 24/7 service staff and has an emergency call in number for this purpose. Our service manager, maintains full time presence in the office during normal business hours and can help with real time answers to problems that arise throughout the day.

Our service crew of five individuals has a combined 70+ years experience working on these types of systems and have the ability to fix issues the first time through because of that experience.

MCM maintains an 18,000 square foot facility and has stock on hand of the equipment provided in the RFB exhibit.

MCM also maintains certification from *all* the manufacturers represented in the RFB including Bosch, Pelco, DVTel, Firetide, Sielox, Inovonics and Avalan.

QUALITY CONTROL PLAN

1. Please describe your firm's procedures for ensuring compliance with the Contract terms and conditions.
2. Please describe how your firm will prevent unsatisfactory performance of the Contract work, including:
 - A plan for reviewing the work of Bidder and Bidder's employees and ensuring its accuracy and compliance with professional standards;
 - The methods for identifying and preventing unsatisfactory performance of the Contract work; and
 - Documentation methods of all monitoring results, including any corrective action taken
3. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

Form P-7 Quality Control Plan

1. Monitoring Methods and Compliance

- a. MCM plans on monthly site visits to determine work performed meets quality control guidelines as established by the manufacturer. Each service visit will require a Work Order filled out on site and signed for by a B&H representative. These work orders are then reviewed the next business day for clarity and review. A binder will be kept at all times specific to this contract and will be separated per site for easy review and clarity.
 - b. All deadline and interim goals as they are laid out in the contract are to be scheduled at the outset of the contract for target dates. Within two weeks of the target date, and MCM representative will reach out and confirm the schedule for the required service.
 - c. Routine monthly service visits will identify and catch any unsatisfactory performance issues with Contract work. Because of the nature of the system, deficiencies are typically noticed immediately due to the nature of a CCTV system.
2. The frequency of monitoring conducted on the contract will be a minimum once per month. As needed monitoring will take place if there is an issue that needs more time required to come to a solution. The MCM Service Manager will be primarily responsible for the monitoring of the site.
 3. The steps taken to correct deficiencies reported by the Department shall be an escalation of the issue to the Contract Administrator which will initiate an internal investigation. A conference call will be set up with all relevant parties to discuss a resolution. If this does not resolve the issue a further escalation up to the Company President will begin and a thorough review of the situation.
 4. Our response time to complaints from the Department will be as immediate as possible. Complaints will be taken seriously and will be responded to within a two hour period from the time the complaint is lodged.
 5. MCM utilizes a service work order authorization form to archive service history for each site. These logs will be stored in a binder for easy reference. It is also clear that work orders are to accompany any invoicing for work performed and this will be done both via the mail and email.
 6. Attached

MCM

INTEGRATED SYSTEMS

Access Control/Video

50536

SERVICE WORK ORDER

Phone #:	Tech:	Date:
Customer Name:	Contact Name:	
Service Location:	Problem/Complaint:	
City:	Zip:	
Bill To:		
WORK PERFORMED:	P.O. NUMBER:	

SAMPLE

EQUIPMENT REMOVED FOR REPAIR		RENTAL/LOANED EQUIPMENT		
Model #	Description	Model #	Description	Price

PARTS		
Qty	Description	Price

TOTAL HOURS:	Regular	
Overtime	Emergency	

☐ Maintenance
☐ Warranty
☐ Billable
☐ No Charge
☐ Per Proposal

THANK YOU!

Customer Signature

Date

23

PROPOSER'S EEO CERTIFICATION

MCM Integrated Systems
 Company Name
6961 Hayvenhurst Ave. Van Nuys CA 91406
 Address
95-453-4657
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has a written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goals and/or timetables.	(X)	()


 Signature
JOHN MCWILLIAMS SYSTEM SALES
 Name and Title of Signer (Please Print)

5/9/12
 Date

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:	MCM Integrated Systems		
Company Address:	6961 Hayvenhurst Ave.		
City:	Van Nuys	State:	CA
Zip Code:	91406		
Telephone Number:	818-780-3800		
Solicitation For	B+H LACO Services: LOW VOLTAGE SECURITY MAINTENANCE		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

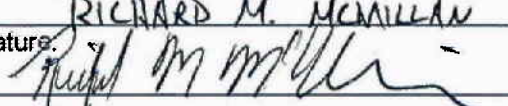
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	RICHARD M. McMILLAN	Title:	PRESIDENT
Signature:		Date:	5/9/12

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

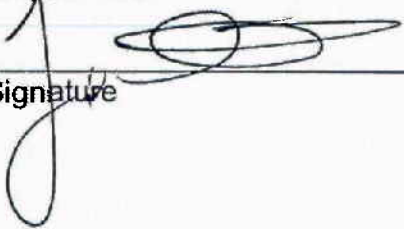
Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

JOHN MCWILLIAMS
Proposer Name

SYSTEM SALES
Proposer Official Title


Official's Signature

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County)/ _____ NO

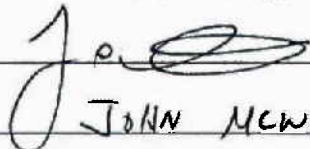
B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

X YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO X N/A (Program not available)

Proposer Organization: MCM Integrated Systems

Signature: 

Print Name: JOHN MCWILLIAMS

Title: SYSTEM SALES Date: 5/9/12

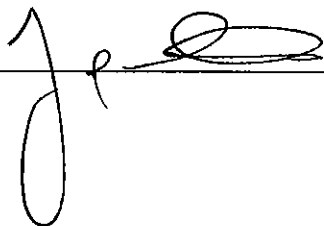
Tel. #: 818-780-3800 Fax #: 818-780-4107

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer's organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

A handwritten signature in black ink, appearing to be 'J. P. [unclear]', written over a horizontal line.

Date: _____

5/9/12

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all name(s) and telephone number(s) of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

RICHARD M. McMILLAN818-780-3800 x. 105JOHN McWILLIAMS818-780-4107 x. 106

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

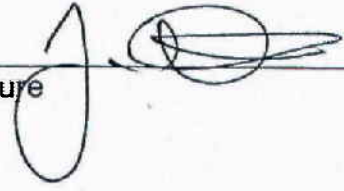
- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

None

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

MCM Integrated Systems
Name of Firm

JOHN McWILLIAMS SYSTEM SALES
Print Name of Signer Title

 5/9/12
Signature Date

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: MCM Integrated Systems
COUNTY VENDOR NUMBER: 51073901

- ☒ As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.
☐ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____						
Total Number of Employees (including owners): <u>20</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	
Hispanic/Latino					2	
Asian or Pacific Islander						
American Indian						
Filipino			2			
White	1	1	2		7	3

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	49 %
Women	%	%	%	%	%	51 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
JOHN MCWILLIAMS		SYSTEM SALES	5/9/12



TOM TINDALL
Director

**County of Los Angeles
INTERNAL SERVICES DEPARTMENT**
1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (877) 669-CBES
FAX: (323) 881-1871

"To Enrich Lives through Effective and Caring Service"

January 23, 2012

BRUCE BROWN
MCM INTEGRATED SYSTEMS
6961 HAYVENHURST AVE
VAN NUYS, CA 91406

Vendor #: 51073901

Dear BRUCE BROWN:

Congratulations! Your business is now certified as a County of Los Angeles Local Small Business Enterprise (Local SBE). Your Local SBE certification is valid until January 31, 2013.

Your business is eligible for the Local SBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Office of Small Business at (323) 881-3963 to make an appointment to receive your free Prompt Payment Stamp and instructions.

The County of Los Angeles Office of Small Business reserves the right to request additional information and/or conduct an on-site visit to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions about the Local SBE Program, visit our website at www.laosb.org or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

TOM TINDALL
DIRECTOR

DEBBIE CABREIRA-JOHNSON
Program Director

TT:DCJ/ct

bruce_brown@mcmintegrated.com

From: Cynthia Tucker <CTucker@isd.lacounty.gov>
Sent: Monday, January 23, 2012 9:09 AM
To: 'BRUCE_BROWN@MCMINTEGRATED.COM'
Subject: Local SBE Program
Attachments: MCM Integrated Systems (Recert) AMAprv.pdf

**MCM INTEGRATED SYSTEMS
VENDOR #**

Attached is confirmation of your certification with the County of Los Angeles Local Small Business Enterprise (Local SBE) Program. Please contact us if you have questions.

**** The Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program." As a certified Local SBE, your company is eligible for a 15-day prompt payment on County contracts. If you do not already have one, please call the Office of Small Business at (323) 881-3963 to make an appointment to receive your free Prompt Payment Stamp and instructions.**

Cynthia L. Tucker
CBE/LSBE Certification Specialist
LA County Office of Small Business/PTAC
1100 N. Eastern Avenue, 1st Floor
Los Angeles, CA 90063
(877) 669-CBES
Fax (323) 415-8521

NOTE: THE COUNTY OF LOS ANGELES OFFICE OF SMALL BUSINESS/PTAC IS NOW FULLY RESPONSIBLE FOR THE CBE/LSBE CERTIFICATION PROGRAMS. AS SUCH, ALL CORRESPONDENCE REGARDING CBE/LSBE MUST BE REFERRED TO THE ABOVE ADDRESS AND/OR TELEPHONE/FAX NUMBERS.

"Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message."

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

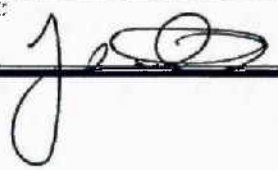
COMPANY NAME: MCM Integrated Systems		
COMPANY ADDRESS: 6961 Hayvenhurst Ave.		
CITY: Van Nuys	STATE: CA	ZIP CODE: 91406

I hereby certify that I meet all the requirements for this program:

NA

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (attach IRS Determination Letter);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: JOHN MCWILLIAMS	TITLE: SYSTEM SALES
SIGNATURE: 	DATE: 5/9/12

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: MCM Integrated Systems

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: JOHN MCWILLIAMS
 Title: SYSTEM SALES
 Address: 6961 HAYVENHURST AVE.
VAN NUYS, CA 91406
 Telephone: 818-780-3800 X. 106
 Facsimile: 818-780-4107
 E-Mail Address: john-mcwilliams@mcmintegrated.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: RICHARD MC MILLAN
 Title: PRESIDENT
 Address: 6961 HAYVENHURST AVE.
VAN NUYS, CA 91406
 Telephone: 818-780-3800 X 105
 Facsimile: 818-780-4107
 E-Mail Address: rich-mcmillan@mcmintegrated.com

Name: JOHN MCWILLIAMS
 Title: SYSTEM SALES
 Address: 6961 HAYVENHURST AVE
VAN NUYS, CA 91406
 Telephone: 818-780-3800 X. 106
 Facsimile: 818-780-4107
 E-Mail Address: john-mcwilliams@mcmintegrated.com

Notices to Contractor shall be sent to the following:

Name: JOHN MCWILLIAMS
 Title: SYSTEM SALES
 Address: 6961 HAYVENHURST AVE
VAN NUYS, CA 91406
 Telephone: 818-780-3800 X. 106
 Facsimile: 818-780-4107
 E-Mail Address: john-mcwilliams@mcmintegrated.com

GREEN INITIATIVES

Present a narrative of a proposed plan for complying with the green requirements as described in Paragraph 8.0 of the SOW. Describe your company's current environmental polices and practices and those proposed to be implemented.

MCM recognizes new legislation in regards to environmental green initiatives and strives to perform work to the highest standards. MCM has and will continue to dispose of electronic equipment and batteries in the most sensitive way for the environment. Our offices have dramatically cut back and operate an almost paper free environment. We have instituted lighting which is low draw and have utilized computer programs to monitor energy and provide auto shut off when not in use.

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: <u>MCM Integrated Systems</u>		
Company Address: <u>6961 Hayvenhurst Ave.</u>		
City: <u>Van Nuys</u>	State: <u>CA</u>	Zip Code: <u>91406</u>
Telephone Number: <u>818-780-3800</u>	Email address: <u>john-mcwilliams@mcmintegrated.com</u>	
Solicitation/Contract For <u>Maintenance</u> Services:		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>JOHN MCWILLIAMS</u>	Title: <u>SYSTEM SALES</u>
Signature: <u>[Signature]</u>	Date: <u>5/9/12</u>

Date: 5/9/12

RFP EXCEPTION FORM

Proposer's

Name

MCM Integrated Systems, Inc.

Address

6961 Haywood Ave. Van Nuys CA 91406

Telephone

818-780-3800

Fax

818-780-4107

E-mail Address

john-mcwilliams@mcmintegrated.com

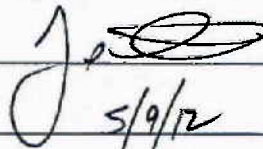
I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and have
NO exceptions.



I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and have
the following exceptions:

Exceptions:

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and
Page Number on the document. Attach additional pages as needed.

Print Name JOHN MCWILLIAMSSignature Date 5/9/12



Providing access control solutions since 1979



May 10, 2012

To Whom It May Concern:

This letter will serve to verify that MCM Integrated Systems, Inc. is authorized to purchase AvaLAN Wireless products through Sielox, LLC. MCM has been a dealer in good standing for many years with Sielox an authorized AvaLAN reseller.

Sincerely,

Linda Lilly
Director of Customer Service



Security Systems

BOSCH

Bosch Security Systems
130 Perinton Parkway
Fairport, New York 14450

Tel. (585) 223-4060

(800) 289-0096

Fax (585) 223-9180

www.boschsecurity.us

January 4, 2011

*MCM Integrated Systems, Inc.
Richard McMillan
6921 Valjean Avenue
Van Nuys, CA 91406*

Re: Certification – Bosch Certified Security Dealer

To Whom It May Concern:

This letter is to confirm that MCM Integrated Systems, Inc. is a **Bosch Certified Security Dealer** authorized by Bosch Security Systems, Inc.

Certification includes:

- Intrusion Systems
- Fire Systems
- Access Control Systems
- PC9000
- ID6600 NetCom Systems
- CCTV Systems
- Security Escort Systems

If you have any questions or need further assistance, please contact Greg Cortina, Regional Sales Mgr. at 661-317-2966 or greg.cortina@us.bosch.com.

Sincerely,

Nicole Herz
Manager, Channel Programs



05/10/2012

To Whom It May Concern:

This letter is to verify that MCM is an Authorized dealer of DVTel and in good standing. MCM has been an Authorized Dealer for a number of years and has many successful installations.

If you have any questions or require additional information, please contact me DVTel's National Accounts Manager, Ken Takahashi at (909) 520-5661 or by email to ktakahashi@dvtel.com.

Sincerely,

Ken Takahashi

National Accounts Manager for DVTel

FIRETIDE CERTIFIED MESH ENGINEER



This is to certify that the individual
named herein has successfully
completed all the necessary coursework
and testing requirements to become a
Firetide Certified Mesh Engineer.

Rick Vergara

A handwritten signature in black ink, appearing to read "M. Natarajan", positioned above a horizontal line.

Mohan Natarajan
Vice President of Engineering

A handwritten signature in black ink, appearing to read "Bo Larsson", positioned above a horizontal line.

Bo Larsson
Chief Executive Officer

Certificate of Training

This certifies that
Bruce Brown

has successfully completed
DVTel's Latitude v5 NVMS Technical Training

Maria Cambria

Maria Cambria
Director of Global Services

DVTEL



George Umansky

George Umansky
Education and Training Manager

Certificate of Training

This certifies that
Rick Vergara
has successfully completed
DVTel's Latitude v6 NVMS Technical Training

Maria Cambria

Maria Cambria
Director of Global Services



George Umansky

George Umansky
Education and Training Manager



April 18, 2012

To Whom it may concern,

I would like to take this opportunity to tell you that MCM Integrated has been and remains a worldwide Sielox business partner and has been selected as National Business Partner of The Year for 15 consecutive years. Prior to achieving the national award, MCM Integrated Systems won numerous Western Regional Business Partner of The Year awards.

Sielox, LLC sells through an authorized business partner network throughout the United States and abroad. MCM Integrated in Van Nuys, California has been an authorized Sielox business partner for over twenty years in Southern California. They consistently exhibit a high level of professionalism and enthusiasm toward selling and servicing the Sielox line of access control, alarm monitoring, CCTV and event management products. They have certified technicians that have been to Sielox training classes providing them the technical experience necessary to install and service Threshold and Pinnacle Systems.

As a factory trained service organization, MCM's field staff has successfully installed numerous networked integrated security management systems for companies like yours throughout the country. I feel confident in saying that their technicians and design engineers are amongst the very best in our industry.

I would not hesitate to recommend MCM Integrated to provide you with a turnkey solution for all your facility security needs throughout the United States as well as abroad.

If you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen Evans". The signature is fluid and cursive.

Karen Evans
President & G.M.
Sielox, LLC.
170 E. Ninth Avenue
Runnemede, NJ 08086
856-861-4568



Attention: Bruce Brown-Project Manager
Email: Bruce_brown@mcmintegrated.com

To Whom It May Concern:

This letter is to acknowledge that MCM Integrated. Systems is an Authorized Dealer for Pelco CCTV products, and is authorized to install and service Pelco products within the guidelines of Pelco policies and procedures.

Sincerely,

A handwritten signature in black ink, appearing to read "Tara C. Brady", written over a circular stamp or seal.

Tara C. Brady
Field Sales Support Specialist

cc: Ken Massrey Associates

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

8/15/1995 SR AC 99744104

MCM INTEGRATED SYSTEMS, INC.
6921 VALJEAN AVE.
VAN NUYS, CA 91406

THIS PERMIT DOES NOT
AUTHORIZE THE HOLDER
TO ENGAGE IN ANY
BUSINESS CONTRARY TO
LAWS REGULATING THAT
BUSINESS OR TO
POSSESS OR OPERATE
ANY ILLEGAL DEVICE.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW
TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL
PROPERTY AT THE ABOVE LOCATION

Not valid at other address

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS,
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES
DUE BY THE NEW OPERATOR OF THE BUSINESS.

BT-442-R-LZ REV. 12 (6-95)

NOTICE TO TAXPAYERS

INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

The Information Practices Act of 1977 requires this agency to provide the following notice to individual taxpayers who are asked by the State Board of Equalization to supply information:

The principal purpose for which the requested information will be used is to administer the California Sales and Use Tax Laws, Special Taxes Laws, or Timber Yield Tax Laws. This includes the determination and collection of the correct amount of tax.

As an individual taxpayer, you have the right of access to personal information about you in records maintained by the Board of Equalization. Please contact your local Board office listed in the white pages for assistance. If the local Board office is unable to provide the information sought, you may also contact the Registration Unit in Sacramento at (916) 324-2387.

The Board officials responsible for maintaining this information are: Sales and Use Tax, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814, telephone (916) 445-1441; Excise Tax, Fuel Tax and Environmental Fee Tax, Deputy Director, Special Taxes and Operations Department, 450 N Street, MIC:31, Sacramento, CA 95814, telephone (916) 445-9356; Timber Yield Tax, Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814, telephone (916) 445-1516. If the Deputy Director is unable to provide the information sought, you may also contact the Information Security Office in Sacramento, telephone (916) 324-1627.

The California Revenue and Taxation Code, Parts 1, 1.5 and 1.6 (State Sales and Use Tax), 2 (Motor Vehicle Fuel Tax), 3 (Use Fuel Tax), 7 (Tax on Insurers), 13 (Cigarette and Tobacco Products Tax), 14 (Alcoholic Beverage Tax), 18.5 (Timber Yield Tax), 19 (Energy Resources Surcharge), 20 (Emergency Telephone Users Surcharge), 22 (Hazardous Substances Tax Law), 23 (Solid Waste Disposal Site Cleanup and Maintenance Fee Law), 24 (Oil Spill Response, Prevention and Administration Fees), and 26 (Underground Storage Tanks Maintenance Fee Law), and Part 31 (Diesel Fuel Tax); Government Code, Title 7.3, Chapter 6 (Tire Recycling Fee); Public Resources Code, Div. 30, Part 7, Chapter 4 (Oil Recycling Fee); Health and Safety Code, Div. 1, Part 1, Chapter 2, Article 4.6 (Childhood Lead Poisoning Prevention Fee); and Chapter 1 of the Public Utilities Code (Hazardous Spill Prevention Fee) require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization.

It is mandatory that you furnish all of the required information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Pursuant to California law, the information appearing on the face of any permit or license issued by the Board is a public record. Information you furnish to this agency may be used for the purpose of collecting any outstanding tax liability and may be given to federal, state, and local government agencies as authorized by law.