

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

INTELLI-FLEX, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
INTELLI-FLEX, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of October, 2016 by and between the City of Carson, a California municipal corporation ("City") and Intelli-Flex, Inc., a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Fifty Nine Thousand Six Hundred Ten Dollars (\$59,610.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Jill Williams</u>	<u>Vice President</u>
(Name)	(Title)

L.W. Whitmier	CEO
_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Robert Eggleston, Information Technology Manager [or such person as may be designated by the City Manager]. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

\$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]


Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance

of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for

assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable,

shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection

therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.


In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are

hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials



9.7 Corporate Authority.

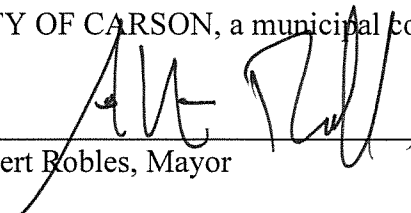
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

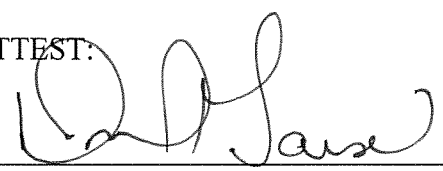
CITY:

CITY OF CARSON, a municipal corporation



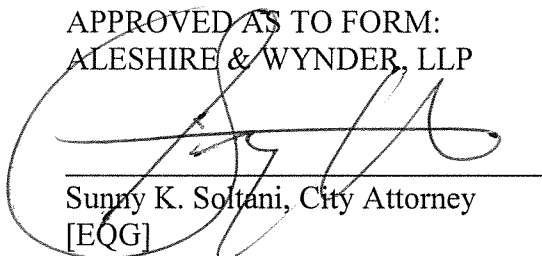
Albert Robles, Mayor

ATTEST:



Donesia L. Gause, City Clerk

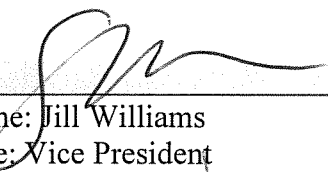
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP



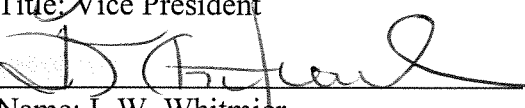
Sunny K. Soltani, City Attorney
[EQG]

CONSULTANT:

Intelli-Flex, Inc.

By: 

Name: Jill Williams
Title: Vice President

By: 

Name: L.W. Whitmier
Title: CEO
Address: Intelli-Flex, Inc.
5696 Corporate Avenue
Cypress, CA 90630

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

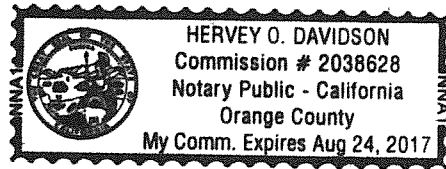
COUNTY OF ~~LOS ANGELES~~ ^{ORANGE}

On 10/12, 2016 before me, Hervey Davidson personally appeared Lyle W. Whittier ^{Jill M. Williams} proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Hervey Davidson



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING:	_____ DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following maintenance and support services for existing Avaya software and hardware ("Regular Services") upon request of the Contract Officer:

A. Consultant will provide Regular Services for the below equipment at the following locations:

1. City Hall, 701 East Carson Street, Carson 90745.

Product Part #	Description	Quantity
700476005	Avaya IPO IP500 V2 Control Unit	1
700213440	IPO-IP400 ISDN RJ45/RJ45 3M Red	2
AVA-273793	AVAYA SBC Server, Portwell CAD-0208	1
405362641	PWR CORD 9X10 IN USA	2
700504031	AVAYA IPO VCM 32 V2	1
700289770	IPO PWR Lead EARTHED US Grounded 3 Prong	1
700479710	Avaya IPO IP500 V2 System SD Card MU-Law	1
700506052	IPO R9 SE INSTL DVD	1
700429202	IPO 500 Rack MNTG Kit	1
302788	R210 II XL SRVR IPO SE EXP	1
700417462	AVAYA IPO 500 TRNK PRI UNI DUAL	1

2. Corporate Yard, 2400 East Dominguez Street, Carson 90810.

Product Part #	Description	Quantity
185446	AVAYA COMMUNICATIONS SOLUTION	1
182448	IPO SE MODEL	1

273921	8IPO R9+ IP500 T1 ADD 2CH PLDS LIC	5
700213440	IPO ISDN RJ45/RJ45 3M RED	1
700289770	PWR CORD NA 18AWG 10 Amp AC	1
700383326	96XX RPLCMNT LINE CORD	31
700417439	IPO IP500 TRNK PRI UNVRSL SNGL	1
700429202	IPO IP500 RACK MNTG KIT	1
700476005	IPO IP500 V2 CNTRL UNIT	1
700479710	IPO IP500 V2 SYS SD CARD MUL	1
700504032	IPO MC VCM 64 V2	1
700504556	IPO IP500v2 COMBO CARD ATMV2	2
700510914	9504 TELSET FOR IPO ICON 4 PK	1
AL4518001-E6	4500 SSC CABLE 46CM (1FT 5IN)	1
AL4800E88-E6	ERS 4850GTS-PWR+ NA PC	2
339145	IP Office R9+ ASSIP AVAYA IP ENDPOINT 1 PLDS	180

3. Community Center, 801 East Carson Street, Carson 90745.

- (a) IP Office R9.1 500v2 Expansion Gateway
- (b) 9608 IP Phones
- (c) 9504 Digital Phones
- (d) E129 IP Phones
- (e) B179 SIP Conference Phones

4.

B. Manufacture Remote Technical Support and Upgrades Coverage (Avaya)

1. Remote software and hardware support 24 hours a day, 7 days a week.
2. Software upgrades and fixes for bugs or software malfunctions.
3. Web Services
 - (a) Avaya E-Notifications
 - (b) Avaya Support Forums
 - (c) Case Status Alerts
 - (d) Diagnostics
 - (e) Knowledge Base
 - (f) My Reports

II. Ad Hoc Services: Consultant will perform specified Ad Hoc Services not covered by Section I above, as required by the Carson City Council and as requested in writing by the Contract Officer, for equipment additions, moves, and changes.

- A. Ad-Hoc Services include programming of the Avaya phone system, and other similar Services not covered by Section I above.
- B. No Ad Hoc Services as provided for in this Section II shall be performed until the Contract Officer has agreed in writing to the fees and/or rates to be charged by Consultant for the performance of the requested Ad Hoc Service.
- C. Examples of adds/moves/changes include, but are not limited to, setting up a phone tree, move equipment from one location to another location, additional equipment/software for new locations, and telephone banks.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

- A. **Monthly Regular Services Report.** Consultant will provide the City with a monthly report detailing the Regular Services performed that month. The report will include, at a minimum, the date and time of service, type of service, outcome (equipment repair, replacement, staff training, etc.), open and close date/time of any ticket and/or regularly scheduled maintenance.
- B. **Ad Hoc Service Report.** Subsequent to providing Ad Hoc Service (as described in Section II of this Exhibit "A," Scope of Services), Consultant will timely provide a detailed report of the service performed, including, but not limited to: a description of the requested service; the work performed in response to the request; the operational and functional status of the services performed; and, an analysis of any

further issues which presented themselves pursuant to the service work performed, as regards the City's interests.

- IV. All work performed is subject to review and acceptance by the City, and must be reasonably revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A. Ernie Melgoza
 - B. Drew Sandoval
 - C. Mario Ceballos
 - D. Mike Alarid
 - E. Ryan Morgan
 - F. Stephanie Yu
 - G. Sandi V-Yarbrough

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 3.4, Term shall be amended to read:

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). City, at its sole discretion, may renew the term for two additional one-year terms.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Consultant shall perform all Regular Services described in Section I of Exhibit "A," Scope of Services, for an annual flat fee of \$9,870. The annual fee shall be paid monthly in twelve (12) equal payments of \$822.50, following submission of a monthly invoice, in accordance with Section 2.4 and paragraph III, below.**
- II. Consultant shall perform all Ad Hoc Services described in Section II of Exhibit "A," Scope of Services at the rate of \$100/hour, for a maximum annual amount of \$10,000, following submission of a monthly invoice, in accordance with Section 2.4 and paragraph III, below.**
- III. Consultant will be paid for both Regular Services and Ad Hoc Services upon submission of a monthly invoice, in accordance with Section 2.4. The monthly invoice will include the following information regarding both Regular Services and Ad Hoc Services (if applicable) performed during that month, as follows:**
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- IV. The total compensation for Regular Services pursuant to Section I of Exhibit "A," Scope of Services, for all three (3) years, shall not exceed \$29,610. The total compensation for Ad Hoc Services pursuant to Section II of Exhibit "A," Scope of Services, for all three (3) years, shall not exceed \$30,000. Thus, the overall total compensation for Regular and Ad Hoc Services for all three (3) years shall not exceed the \$59,610, as provided in Section 2.1 and Section 3.4 of this Agreement.**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. This Agreement shall continue in full force and effect starting on _____ October 1, 2016 and ending on September 30, 2017. Each renewal will extend the Services to the same day and month in 2018, and again in 2019. Consultant shall perform all Services timely in accordance with the terms and specifications provided for under the Agreement.**
- A. Regular Services shall be performed at the request of the City.**
 - B. Ad Hoc Services shall be performed only at the request of the City.**
- II. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**



File #: 2016-1014, Version: 1

Report to Mayor and City Council

Tuesday, October 18, 2016

Consent

SUBJECT:

CONSIDER AN AWARD FOR MAINTENANCE AND HARDWARE SUPPORT CONTRACT TO INTELLI-FLEX INC. FOR THE AVAYA PHONE SYSTEM (CITY COUNCIL)

I. SUMMARY

On May 19, 2016, the Purchasing Division released an RFP (No. P16-05) for Maintenance and Hardware Support for the City's Avaya Phone system. Since the cost of this maintenance and support exceeds the amount that the City Manager may approve, the City Council is being asked to approve the award of a service contract.

II. RECOMMENDATION

AWARD a three-year annual maintenance, repair and hardware support contract to Intelli-Flex Inc. for the city's Avaya Phone system. In an amount not-to-exceed \$54,623.61, to Intelli-Flex Inc.

III. ALTERNATIVES

None.

IV. BACKGROUND

The Purchasing Division released an RFP (No. P16-05) for the Maintenance and Hardware Support for the Avaya Phone system on May 19, 2016 at the following locations:

- City Hall - 701 E. Carson St., Carson 90745
- Corporate Yard - 2400 E. Dominguez St., Carson 90810

- Community Center - 801 E. Carson St., Carson 90745.

Intelli-Flex Inc. was the lowest bidder at \$8,207.87 per year with an additional \$10,000.00 for ad-hoc services on an as-needed basis which equals \$18,207.87 total per year.

Since the total cost of this maintenance and support exceeds the amount that the City Manager may approve, the City Council is being asked to approve the award of three year service contract.

V. FISCAL IMPACT

Funds have been budgeted for these items in FY 2016/17 in - General Fund - City Manager - Information Technology Operations - Professional Services, account number 01-50-615-003-6004; with an unspent account balance of approximately \$202,039.32.

VI. EXHIBITS

1. RFP No. P16-05 Bid Sheet. (pg. 3)
2. ROI Networks Bid Response. (pgs. 4 - 36)
3. Merrill & Associates Bid Response. (pgs. 37 - 45)
4. Intelli-Flex Bid Response. (pgs. 46 - 93)
5. Intelli-Flex Contract. (pgs. 94 - 137)

Prepared by: Robert Eggleston, Information Technology Manager

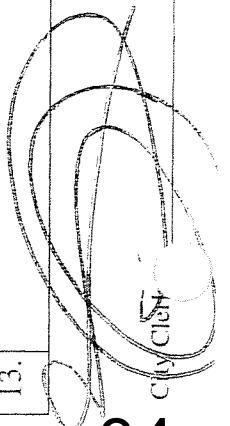
CITY OF CARSON BID REGISTER

NAME OF PROJECT: RFP NO P16-05 AVAYA PHONE (IP OFFICE) MAINTENANCE AND SUPPORT

BID OPENING DATE: AUGUST 15, 2016 TIME: 2:30 PM

#	COMPANY	DATE/TIME RECEIVED	TOTAL	\$ Per Month	Yr.
1.	Tweed Center ROI Networks	8/15/16 11:43 AM	See RFP Response	\$ 822.42	9,869.04
2.	Intelli-Flex	08/15/16 2:06 PM	See RFP Response	\$ 683.99	8,207.87
3.	Merrill & Associates (MA)	08/15/16 2:08 PM	See RFP Response	\$ 874.58	10,495.00
4.					
5.					
6.					
7.					
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9.					
10.					
11.					
12.					
13.					

RECEIVED
CITY CLERK
16 AUG 15 PM 2:31
CITY OF CARSON


 City Clerk
 Staff



ROI Networks
Business Collaboration Simplified

ServiceWorks

Service Protection Plan (SPP)
Service Advantage (SA)

RFP NO P16-05

Richard Moore

City of Carson

701 East Carson Street

Carson, CA 90745

Date 8/15/2016

Created by:

Tweed Centers

EXHIBIT NO - 2

1

CITY OF CARSON
701 EAST CARSON STREET
CARSON, CALIFORNIA 90745

REQUEST FOR PROPOSAL RFP NO. P16-05

NOTICE IS HEREBY GIVEN THAT THE Purchasing Manager of the City of Carson will receive formal proposals for:

AVAYA PHONE (IP OFFICE) MAINTENANCE AND SUPPORT,
AS DESCRIBED BY REQUEST FOR PROPOSAL RFP NO. P16-05

EACH PROPOSAL MUST BE SUBMITTED IN TRIPLICATE WITH ONE (1) ORIGINAL AND TWO (2) COPIES, AND WITH ONE (1) CLEARLY MARKED AS "ORIGINAL" ON THE FORMS AVAILABLE ON THE CITY OF CARSON'S WEBSITE UNDER BIDDING/PROPOSAL OPPORTUNITIES, PURCHASING DEPARTMENT BIDS/RFPs, AND ENCLOSED IN A SEALED ENVELOPE IDENTIFIED AS REQUEST FOR PROPOSAL RFP NO. P16-05 AND ADDRESSED TO THE CITY CLERK AS STATED BELOW. FAILURE TO PROPERLY IDENTIFY THE PROPOSAL ON THE ENVELOPE MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Each proposal must be submitted in triplicate, with one (1) original and two (2) copies and with one (1) clearly marked as "Original", to the office of the City Clerk at 701 E. Carson Street, Carson, California 90745, before 2:30 p.m. on the 15th day of August 2016, and will be opened at that time in the office of the City Clerk, City of Carson and thereafter, will be submitted to the Purchasing Manager/City Council for award of a purchase contract or rejection of the proposals as the Purchasing Manager/City Council may deem wise in her/its discretion.

PROPOSALS RECEIVED AT 2:30 P.M. OR AFTER 2:30 P.M. WILL BE CONSIDERED LATE. It is the policy of the City of Carson to reject any proposal that is received late. Such proposal may be returned unopened.

If you have any questions regarding this request for proposal, please call Robert Eggleston, Information Technology Manager, at (310) 952-1734.

DATED THIS 4th DAY OF AUGUST 2016

CITY OF CARSON



RICHARD MOORE
INTERIM PURCHASING MANAGER

RE:TO:MC:td

PROPOSAL INSTRUCTIONS AND CONDITIONS

1. **Reservations**: The City reserves the right to reject any and all proposals received, to take all proposals under advisement for not to exceed ninety (90) days after date of opening thereof, to waive any informality on any proposal and to be the sole judge of the relative merits of material mentioned in the respective proposals received.

2. **Proposal Form**: The proposal must be made on the forms provided for that purpose, enclosed in a sealed envelope and marked **Request for Proposal RFP No. P16-05** and **Proposal Opening Date of August 15, 2016, before 2:30 p.m.**, and addressed to the office of the City Clerk, 701 E. Carson Street, Carson, California 90745. **No telegraphic or telephonic proposal will be considered.**

Blank spaces in the proposal must be properly filled in, using ink, indelible pencil, or typewriter and the phraseology of the proposal must not be changed. Any unauthorized conditions, limitations or proviso attached to a proposal will be liable to render it informal and may cause its rejection. Alteration by erasure or interlineation must be explained or noted in the proposal over the signature of the proposer. Proposers are invited to be present at the opening of the proposals. Proposals shall be subject to acceptance by the City for a period of ninety (90) days unless a lesser period is prescribed in the proposal by the proposers.

Three (3) of the completed proposal forms shall be submitted to the City before the date and time specified in the Request for Proposals.

3. **The Contract**: The proposer to whom the award is made will be issued a Purchase Order by the City or enter into a written contract with the City of Carson. In case of default by the vendor, the City reserves the right to procure the services from other sources and to hold the vendor responsible for any excess cost incurred by the City thereby.

4. **Payments**: Progress payments and/or complete payment on the contract price will be made in approximately thirty (30) days from date of completion and acceptance of the work performed by demands on the City Treasury of the City of Carson approved as required by Municipal Code and General Law Provisions.

5. **Taxes**: Municipalities are EXEMPT from Federal Excise and Transportation taxes. Prices quoted are to EXCLUDE Federal Taxes. Exemption certificates will be furnished on request. Unless otherwise indicated, prices quoted will be considered to INCLUDE SALES or USE TAX which is payable by the City.

6. **Errors and Omissions**: The vendor shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the vendor's specifications submitted with his proposal. Full instructions will always be given when such errors or omission are discovered.

7. **Default**:

a. If the vendor fails in any manner fully to perform and carry out each and all of the terms, covenants, and conditions of the contract, he shall be in default and notice in writing shall be given him of such default by the Purchasing Manager of the City. If the vendor fails to cure such default within such time as may be required by such notice, the City, acting by and through the Purchasing Manager, may at its option terminate and cancel the contract, and at the expense of the vendor and his or its surety, complete the contract or cause the same to be completed. The performance bond and the money payable thereon shall be forfeited thereby and to remain the property of the City of Carson.

- b. In the event of such termination, all monies due the vendor under the terms of the contract shall be retained by the City, but such retention shall not release the vendor or his surety from liability for his default. In such event, however, the vendor and his surety will be credited with the amount of money so retained toward any amount by which the cost of completion of the contract, as above provided, exceeds the original contract price.
 - c. Such termination shall not affect or terminate any of the rights of the City as against the vendor or his surety then existing, or which may thereafter accrue because of such default and the foregoing provision shall be in addition to all other rights and remedies available to the City under the law.
 - d. The waiver or a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.
8. **Infringement on patent rights, copyrights or trademarks:** The contractor must save, keep, hold harmless and fully indemnify the City of Carson and its officers and employees, and agents from all damages, or claims for damages, costs or expenses, in law or equity that at any time arises or be set up for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the City of Carson, or by any of its officers, employees, or agents, of articles to be supplied under this proposal, and of which the contractor is not the patentee or assignee or has not the lawful right to sell same.
 9. **Safety Requirements:** The equipment you would supply to the City of Carson must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused. Suppliers may be required at his expense to provide training to City employees in the operation of this item, and its maintenance at the convenience of the City.
 10. **Business License:** The successful vendor shall possess or obtain a City of Carson Business License within five (5) business days after receipt of the Notice of Acceptance of his proposal.
 11. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
 12. **Permits:** All permits fees and licenses necessary for the completion of the work shall be paid for by the Contractor and subcontractors.
 13. **PROPOSALS ARE TO BE SUBMITTED TO THE CITY OF CARSON IN TRIPLICATE (ONE ORIGINAL AND TWO COPIES).**
 14. The preceding instructions and conditions and the attached are applicable to this proposal and the PROPOSER ACKNOWLEDGES ACCEPTANCE THEREOF BY SIGNING AND FILING SAID PROPOSAL.

TERMS AND CONDITIONS

1.0 PROPOSAL SIGNATURE

If the proposal is made by an individual, it shall be signed and full name of proposer with complete address shall be given; if made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall sign name, and the name and address of each member shall be given; and, if it is made by a corporation, the name of the corporation shall be provided and signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

2.0 INTERPRETATION OF PROPOSAL DOCUMENTS

Should a party responding to this document find discrepancies in, or omissions from the specifications, or should such a party be in doubt as to their meaning, the party responding shall notify the Purchasing Manager in writing immediately. Should it be found necessary, a written addendum will be sent to all proposers. Addenda issued during the proposal period shall form a part of the contract and shall be included with the proposal.

The City of Carson reserves the right to make such changes in the Notice of Inviting Proposal as it may deem appropriate. Any and all changes in the Request for Proposal shall be made by a written addendum, which shall be issued by the City to all prospective proposers who have been issued or obtained a copy of the Request for Proposal. No oral changes will be permitted. Addenda issued during the proposal process shall become a part of the original proposal.

3.0 NON-DISCRIMINATION

The successful selected proposer shall be required to certify that its firm shall not discriminate against any subcontractor, supplier, employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, sex or national origin. The proposer shall be required to take affirmative action to ensure that applicants are employed and employees are treated fairly during employment without regard to their race, religion, color ancestry, age, sexual orientation, sex or national origin.

4.0 COMPLIANCE WITH LAWS

The proposer shall comply with all applicable laws, ordinances, and codes of the State of California and local governments, and all regulations and rules relating to affirmative action.

5.0 AWARD OF CONTRACT

No contract exists on the part of the City until the City Council has made the award and purchase order has been executed. The City reserves the right to reject any or all proposals, to waive any informality in the proposal and to make awards as the interest of the City may require. The award, if made, will take place by the City within approximately ninety (90) calendar days after the scheduled proposal opening date. The City reserves the right to accept all or any part of a proposal.

6.0 INSURANCE AND BONDING REQUIREMENTS

Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the City Attorney (1) a policy or policies of comprehensive general liability insurance on an occurrence basis with minimum limits of \$1,000,000 combined single limit coverage and \$2,000,000 general aggregate in the performance of services under this Agreement: (2) excess general liability insurance with a minimum limits of \$5,000,000 with a \$10,000 deductible (3) automotive liability insurance, with minimum combined single limits coverage of \$1,000,000, (4) worker's compensation and employer's liability insurance with a minimum limit of \$1,000,000 or the amount required by law, whichever is greater and 5) Professional Liability with a minimum limit of \$1,000,000 per claim. The Contractor's insurer shall agree to waive all rights of subrogation against the City, its officers, employees, agents and volunteers. City its officers, employees, attorneys, agents and volunteers shall be named as additional insured on the policy as to comprehensive general liability coverage.

All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insured to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) day's prior written notice thereof. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Contractor and the cost of such insurance may be deducted, at the option of City, from payments due Contractor.

At all times, during the term of this Agreement, Contractor shall maintain on file with the City Clerk endorsements of the insurance carrier or carriers on City's standard endorsement forms showing that the aforesaid policies are in effect as provided above. Copies of City's standard endorsement forms are attached. Contractor shall file such endorsements with the Risk Management prior to execution of this Agreement.

Contractor agrees to indemnify, hold harmless and defend City, its officials, officers, and employees, from any and all liability or financial loss, including legal expenses and costs of expert witnesses and consultants, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury and arising directly or indirectly from the activities and operations of Contractor, including its officers, agents, employees, subcontractors or any person employed by Contractor, in the performance of this Agreement, by executing City's standard Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached. Contractor agrees that Contractor's covenant under this section shall survive the termination of this Agreement.

7.0 DATE AND LIQUIDATED DAMAGES

The completion of the project shall not exceed ten (10) consecutive calendar days from the date specified by the Contract. If the Contractor fails to complete the work as specified, he shall be in default and will be subject to the conditions outlined in Item 7, Proposal Instructions and Conditions (pages 2 - 3). No extensions shall be granted unless the failure or delay is due to provisions contained under Item 11, Proposal Instructions and Conditions (page 3). Should the Contractor fail to complete the project by the date specified by the Contract, the City will deduct and retain out of the monies which may be due the Contractor as liquidated damages, but not as a penalty, the sum of \$100.00 per day for each and every day or portion of a day that the completion of the project goes beyond ten (10) consecutive calendar days after the date stipulated for its delivery. The said sum of \$100.00 per day in view of the difficulty of estimating such damage is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that the City will suffer by reason of such default and not by way of penalty.

8.0 LIST OF SUBCONTRACTORS

If a proposer contemplates subcontracting any part of the work covered by these specifications, the proposers' proposal shall include a description of the work to be done under each subcontract and the name, address, and telephone number of each proposed subcontractor. No subcontractor shall be substituted or added after submission of the proposal without prior written approval of the City.

9.0 ASSIGNMENT OF CONTRACT PROHIBITED

The Contractor shall not assign or otherwise attempt to dispose of this contract or of any of the moneys due or to become due thereunder, unless authorized by the prior written consent of the City of Carson. No right shall be asserted against the City, in law or equity, by reason of any assignment or disposition unless so authorized.

If the Contractor, without such prior written consent, purports to assign or dispose of the contract or of any interest therein, the City, at its option, may terminate the contract, and the City will be relieved and discharged from any and all liability and obligations to the Contractor and to any assignee or transferee thereof.

10.0 MATERIALS AND WORK

All materials and work shall comply with these specifications. All materials and equipment furnished shall be new and unused, but this requirement shall not preclude the use of recycled materials in the manufacturing processes. All work shall be done by qualified workers in a thorough manner. Materials or quality of work not definitely specified, but incidental to and necessary for the work, shall conform to the best commercial practice for the type of work in question.

11.0 COORDINATION

All work shall be coordinated with Robert Eggleston, Information Technology Manager, at (310) 952-1734.

12.0 **CONTRACT DOCUMENTS**

The contract documents shall be submitted after award and include all insurance documents and indemnification and hold harmless agreements.

**CITY OF CARSON
REQUEST FOR PROPOSAL RFP NO. P16-05
AVAYA PHONE (IP OFFICE) MAINTENANCE AND SUPPORT**

I. GENERAL

The City of Carson is seeking request for proposals from qualified service vendors to provide maintenance, repair and hardware support on two (2) Avaya IP Office (IP500) and its peripheral.

The City of Carson will not accept any proposal submitted by FAX.

A proposal may be withdrawn prior to the opening of proposals without prejudice upon written request to the Purchasing Manager. No proposals may be withdrawn for a period of ninety (90) days once proposals have been opened by the City Clerk.

II. REQUIREMENTS:

Each proposer shall:

- Be an Authorized Avaya Gold Business Partner - preferred
- Have experience and certification in both the Heritage Avaya Blue and Red
- Support a minimum of three (3) Government Accounts
- Local Orange County/LA County Warehouses

Support Requirements:

- Quarterly system backups
- 7 X 24 Support
- Two (2) hours on-site emergency response time
- Include labor for one (1) software release per year

Manufacture Remote Technical Support and Upgrades Coverage (Avaya)

- Remote software and hardware support 24 X 7
- Upgrades
- Web Services
 - Avaya E-Notifications
 - Avaya Support Forums
 - Case Status Alerts
 - Diagnostics
 - Knowledge Base
 - My Reports

The equipment is as follows:

City of Carson; City Hall location - IP Office

Product Part #	Description	Quantity
700476005	Avaya IPO IP500 V2 Control Unit	1
700213440	IPO-IP400 ISDN RJ45/RJ45 3M Red	2
AVA-273793	AVAYA SBC Server, Portwell CAD-0208	1
405362641	PWR CORD 9X10 IN USA	2
700504031	AVAYA IPO VCM 32 V2	1
700289770	IPO PWR Lead EARTHED US Grounded 3 Prong	1
700479710	Avaya IPO IP500 V2 System SD Card MU-Law	1
700506052	IPO R9 SE INSTL DVD	1
700429202	IPO 500 Rack MNTG Kit	1
302788	R210 II XL SRVR IPO SE EXP	1
700417462	AVAYA IPO 500 TRNK PRI UNI DUAL	1

City of Carson; Corporate Yard location- IP Office

Product Part #	Description	Quantity
185446	AVAYA COMMUNICATIONS SOLUTION	1
182448	IPO SE MODEL	1
273921	8IPO R9+ IP500 T1 ADD 2CH PLDS LIC	5
700213440	IPO ISDN RJ45/RJ45 3M RED	
700289770	PWR CORD NA 18AWG 10 Amp AC	1
700383326	96XX RPLCMNT LINE CORD	31
700417439	IPO IP500 TRNK PRI UNVRSL SNGL	1
700429202	IPO IP500 RACK MNTG KIT	1
700476005	IPO IP500 V2 CNTRL UNIT	1
700479710	IPO IP500 V2 SYS SD CARD MUL	1
700504032	IPO MC VCM 64 V2	1
700504556	IPO IP500v2 COMBO CARD ATMV2	2
700510914	9504 TELSET FOR IPO ICON 4 PK	1
AL4518001- E6	4500 SSC CABLE 46CM (1FT 5IN)	1
AL4800E88- E6	ERS 4850GTS-PWR+ NA PC	2
339145	IP Office R9+ ASSIP AVAYA IP ENDPOINT 1 PLDS	41

III. ADDITIONAL EQUIPMENT

- IP Office R9.1 500v2 Expansion Gateway
- 9608 IP Phones
- 9504 Digital Phones
- E129 IP Phones
- B179 SIP Conference Phones
- Avaya ERS 4850GTS-PWR+ NA PC
- Phybridge 48-port PoLRE Switches

IV. SCOPE OF WORK

Maintenance and Support of the above equipment:

- Avaya Express Support On-site Next Business Day 24X7
- Locations Include:
 - City Hall – 701 E. Carson St., Carson 90745
 - Corporate Yard – 2400 E. Dominguez St., Carson 90810
 - Community Center – 801 E. Carson St., Carson 90745
- Ad Hoc Projects & Services: The qualified service vendors will perform specified ad hoc projects not covered by the service agreement as requested in writing by the Contract Officer, for an aggregate annual not-to-exceed 10 hours.

V. SUBMITTAL INFORMATION

As a part of this request for proposal, prospective proposers shall submit to the City of Carson a letter of proposal. The letter of proposal must at a minimum, include a detailed fee structure, production services proposed, post production services proposed, equipment and personnel; a list of at least three references, and insurance provisions as identified in this request for proposal. Actual insurance certificates are only required of the successful proposer.

All proposals shall include the following executed documents to be submitted with each proposal:

- Letter of proposal signed by an authorized company representative.
- Affidavit of Non-Collusion
- Certificate of Non-Discrimination By Contractor
- Designation of Subcontractors (if applicable)

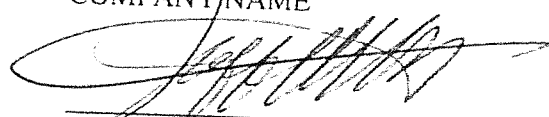
**CITY OF CARSON
REQUEST FOR PROPOSAL RFP NO. P16-05**

AFFIDAVIT OF NON-COLLUSION

The undersigned, as proposer declares that this proposal is made without collusion with any other person, firm or corporation and that the only person or parties interested as principals are named herein. Having carefully examined the Request for Proposal, the Specifications and the Terms and Conditions, we do hereby propose and agree, in the event of acceptance hereof, to enter into the required agreement with the City of Carson.

Dated this 11 day of August 2016. I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Reel Networks, LLC
COMPANY NAME


SIGNATURE

JEFF HIEBERT
NAME (PRINTED)

CEO
TITLE

jhiebert@reelnetworks.com
EMAIL ADDRESS

**REQUEST FOR PROPOSAL RFP NO. P16-05
CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS**

As suppliers of goods or services to the Owner, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, ancestry, age, sexual orientation, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM ROI Networks, LLC
TITLE OF PERSON SIGNING CEO
SIGNATURE [Signature]
DATE 8/11/2016

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

N/A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/12/2016

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 The James B. Oswald Company 1100 Superior Avenue East Suite 1500 Cleveland, OH 44114		(216) 367-8787	CONTACT NAME: PHONE (A/C, No, Ext): 2163678787 FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED ROI Networks LLC 27101 Puerta Real, Suite 100 Mission Viejo, CA 92691-		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Valley Forge Insurance Co.</td> <td>20508</td> </tr> <tr> <td>INSURER B :</td> <td>Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C :</td> <td>Beazley Insurance Company</td> <td>37540</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Valley Forge Insurance Co.	20508	INSURER B :	Continental Casualty Company	20443	INSURER C :	Beazley Insurance Company	37540	INSURER D :			INSURER E :			INSURER F :		
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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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	B6011720526	9/18/2015	9/18/2016	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 10,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	N	B6011720526	9/18/2015	9/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000
							BODILY INJURY (Per person) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	6018217679	9/18/2015	9/18/2016	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER
C	Technology Errors & Omissions	N	N	W16B9E140101	9/18/2016	9/18/2017	\$1,000,000 Each Claim \$1,000,000 Aggregate
C	Technology Errors & Omissions	N	N	W16B9E140101	9/18/2015	9/18/2016	10,000 Retention 09/18/14 Retro Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Carson, its officers, employees, attorneys, agents and volunteers are included as Additional Insured for General Liability when required of the Named Insured by written contract. Waiver of subrogation applies when required by written contract. Coverage is primary and non-contributory when required by written contract. Policy has a 30 day notice of cancellation; 10 days for non-payment of premium. Policy includes separation of insureds.

CERTIFICATE HOLDER

Risk Management
 City of Carson
 PO Box 6234
 Carson, CA 90749-

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

[Signature]

REQUEST FOR PROPOSAL RFP NO. P16-05

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each proposer shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

Portion Of Work%	State Subcontractor's Name and Address	License Number	Class
N/A			

RFP NO. P16-05

Date: 8/15/2016

Richard Moore

City of Carson
701 East Carson Street
Carson, CA 90745

Richard:

ROI Networks, LLC. is a privately held company headquartered in Mission Viejo, California
HQ Location – 27101 Puerta Real, Suite 100, Mission Viejo, CA. 92691
Primary Contact – Tweed Centers, Account Development Manager 949-248-5060,
Mobil 760-801-3105, tccenters@roinetworks.com

ROI Networks is one of the fastest growing Avaya Platinum Business Partners in the U.S.

ROI Networks is a recognized leader in the emerging field of Unified Communications, Contact Center, Collaboration and Data Center Infrastructure. Through years of experience and utilization of best-practices, we have been able to leverage our experience with real-time communications including voice, contact center, messaging, mobility and conferencing into the converged network infrastructure and critical business applications. This market leadership allows us to successfully engage our customer's and ensure the success of their Unified Communications and Data Center strategies.

IPOSS pricing for the City of Carson. 3 IP500's + 2 Servers (1 for their applications and 1 for their SBC)

1		Comprehensive Support Model	2S	0.00
2	36	IPO RTS 24x7 Onsite APR 4HR – 500V2 3 Year	1S	\$12,555.00
3	36	IPO RTS 24x7 Onsite APR 4HR -120G7 3 Year	1S	\$12,722.40
4		Service Works 3 Year		<u>\$ 4,329.72</u>
			TOTAL	\$29,607.12 3 Years

Or \$822.42 Per Month

- ☒ Managed Services Including:
- ☒ Unlimited "Remote" Moves, Adds and Changes on covered components 8x5 weekdays
- ☒ Advanced Proactive Monitoring with 24x7 Coverage
- ☒ Full Feature Dashboards at the company and customer locations
- ☒ Response is 2 hour on major alarms, 12 hours on minor alarms.
- ☒ One Core System Upgrade with Labor Included on 3 year agreements
- ☒ Discounted Labor Rates Apply



Tweed Centers
ROI Networks, LLC

RFP NO. P16-05

Date: 8/15/2016

Richard Moore
City of Carson
701 East Carson Street
Carson, CA 90745

ROI NETWORKS REFERNCES

City of Brea
Avaya Maintenance
Cliff Flaugher
Director of Telecom
714-671-4490
cliff@ci.brea.ca.us

City of Irwindale
Avaya Maintenance
Theresa Olivares
Housing Coordinator
626-430-2200
theresao@ci.irwindale.ca.us

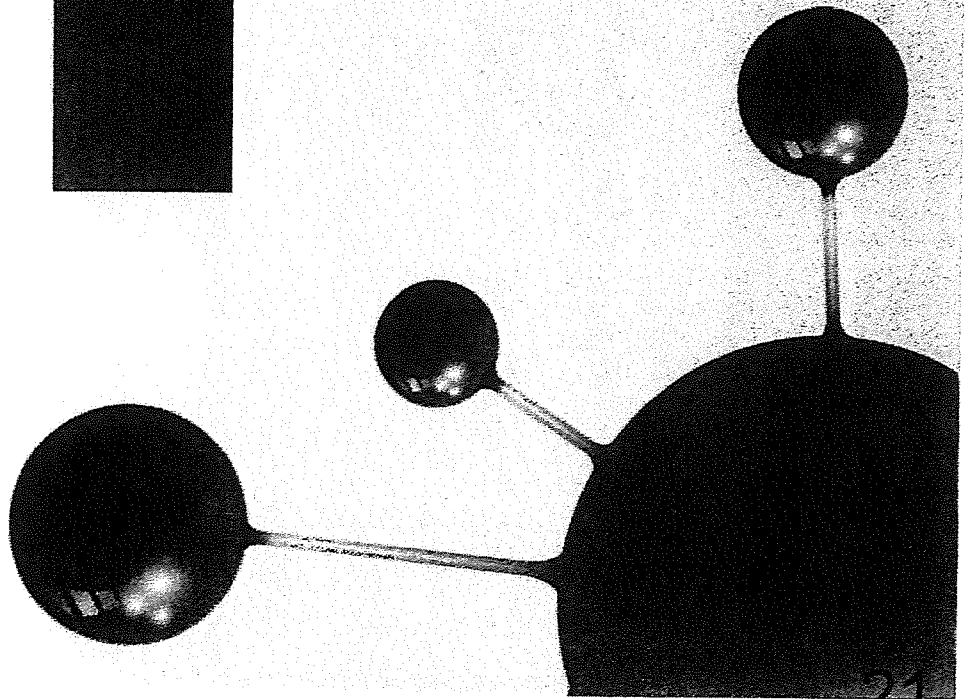
City of El Monte
Avaya Maintenance
Awh Tran
626-580-2116
atran@elmontepd.org

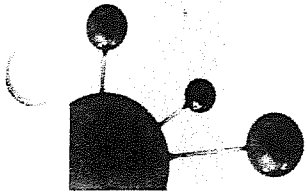
Tweed Centers
ROI Networks, LLC



Corporate Presentation

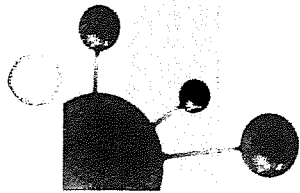
Jeff Hiebert – CEO – ROI Networks





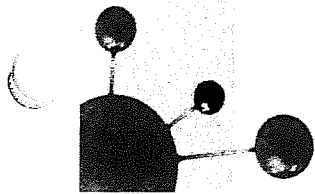
Agenda

- ROI Networks History
- Target Customer Profiles
- Strategic Partners
- Known Business Challenges
- Practice Areas
- Solutions Overview
- Value Proposition
- Lifecycle Support Model
- Our Customers
- Summary



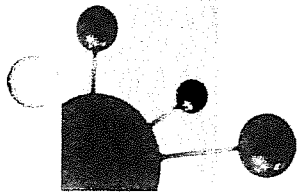
ROI Networks History

- Founded in December 2002
- Private company headquartered in San Juan Capistrano, California
- Systems Integrator specializing Real Time Communications, Data Center Infrastructure and Carrier Services
- Provide products and services that enable our customers to optimize enterprise communications
- Certified sales, design, implementation and support associates in all aspects of voice, data and video networking
- Focused on providing high performance, reliable, scalable and future-proof “Solutions” to our customers



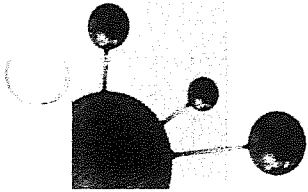
Target Customer Profiles

- Mid to Large customers with >100 employees and multiple locations
- Recognize strategic importance of enterprise communication and collaboration as key business enablers
- Evolving data networks to support private, public and hybrid cloud architectures
- Virtualization of servers, storage, desktops and network infrastructure
- Optimization of carrier services to support global connectivity and integration



Strategic Partners

- Arrow OEM (Dell, HP and IBM Servers)
- Audio Codes (SIP Gateways)
- Avaya (Voice, Data, Contact Center, Collaboration)
- EMC (Storage)
- Fujitsu (Server and Storage)
- Intelisys (Carrier Services)
- Oracle (Session Border Controllers)
- Windstream (Carrier Services)
- VMWare (Virtualization and VDI)



Known Business Challenges

- Cost and complexity involved in supporting today's "Converged" networks
- Supporting an increasingly distributed and mobile workforce
- Corporate BYOD challenges (IOS, Android, Windows)
- Providing a "Best-in-Class" customer experience
- Unlocking the value of "Business Applications" in a way that best supports the business
- Optimizing and Improving strategic application investments to streamline and improve business processes
- Do more with less

ROI Networks – Practice Areas

Avaya, VMWare, EMC
Juniper, Ruckus
Intelsys, Windstream

Network Infrastructure

- Network
- Servers
- Storage
- C-POD
- V-Pack
- Virtualization
- Wireless
- Structured Cabling
- Carrier Services

Avaya, Oracle
Audio Codes
Radvision

UC&C Contact Center

- VOIP
- Contact Center
- Video
- Mobility
- Collaboration (Audio, Video & Web)
- IM & Presence
- Application Integration

ROI Networks
Avaya, Nectar, Oracle,
Palo Alto Networks

Cloud/SaaS

- UCaaS
- CCaaS
- IaaS
- Hosted
- Managed
- Public, Private & Hybrid Cloud
- VaaS
- WaaS

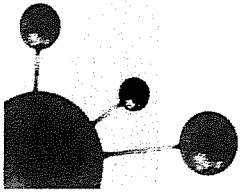
ROI Networks
ServiceWorks
CloudWorks

Services

- Project Mgmt
- Planning
- Design
- Implementation
- Maintenance
- Proactive
- Monitoring
- Managed Services
- CO-Location

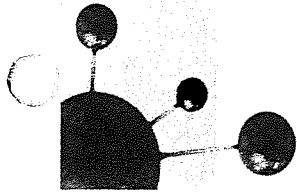
ROI Networks – Network Operations Center – Proactive Monitoring 7x24x365

ROI Networks • (949) 248-5000 • <http://www.roinetworks.com>



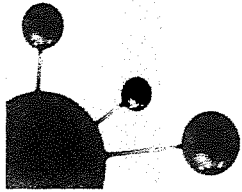
Solutions Overview – Network Infrastructure

- Network – Switching, Routing, Security
- Compute – Rack Mount and Blade Servers
- Storage – Shared and Virtualized Storage
- Virtualization – Servers, Desktop, Network & Storage
- WAN Optimization – Improved Data Center Connectivity and Performance
- Data Center – Design and Location
- Structured Cabling – Fiber, Copper and Connectivity
- Carrier Services – MPLS, Internet, Trunking & Wireless



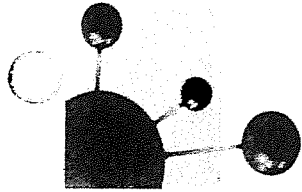
Solutions Overview – Unified Communications

- Unified Communication – Appliance, Virtualized, Cloud
- VoIP/IP Telephony – All-In-One, Enterprise-Wide
- Contact Centers – Voice, Multi-Channel, Workforce Optimization, Business Intelligence
- Unified Messaging – Standalone, Shared Storage
- Mobility – Securely Extend Enterprise UC to Mobile Devices
- Conferencing and Collaboration – Voice, Web, Video
- Self Service – IVR, Natural Language, Callback Messaging
- SIP and Presence – Unified & Federated Presence



Solutions Overview - Services

- Implementation – PMP Methodologies
- Maintenance – Software and Break/Fix options
- Proactive Monitoring – Proactive Support/SLA Enforcement
- Project Management – PMP Certified
- Managed Services– Offload Tactical Network Support
- Outsourced/Seasonal Coverage – Vacations and Holidays
- Public, Private & Hybrid Cloud – Migrate CAPEX to OPEX
- Co-Location – Purpose Built and Monitored 7x24x365

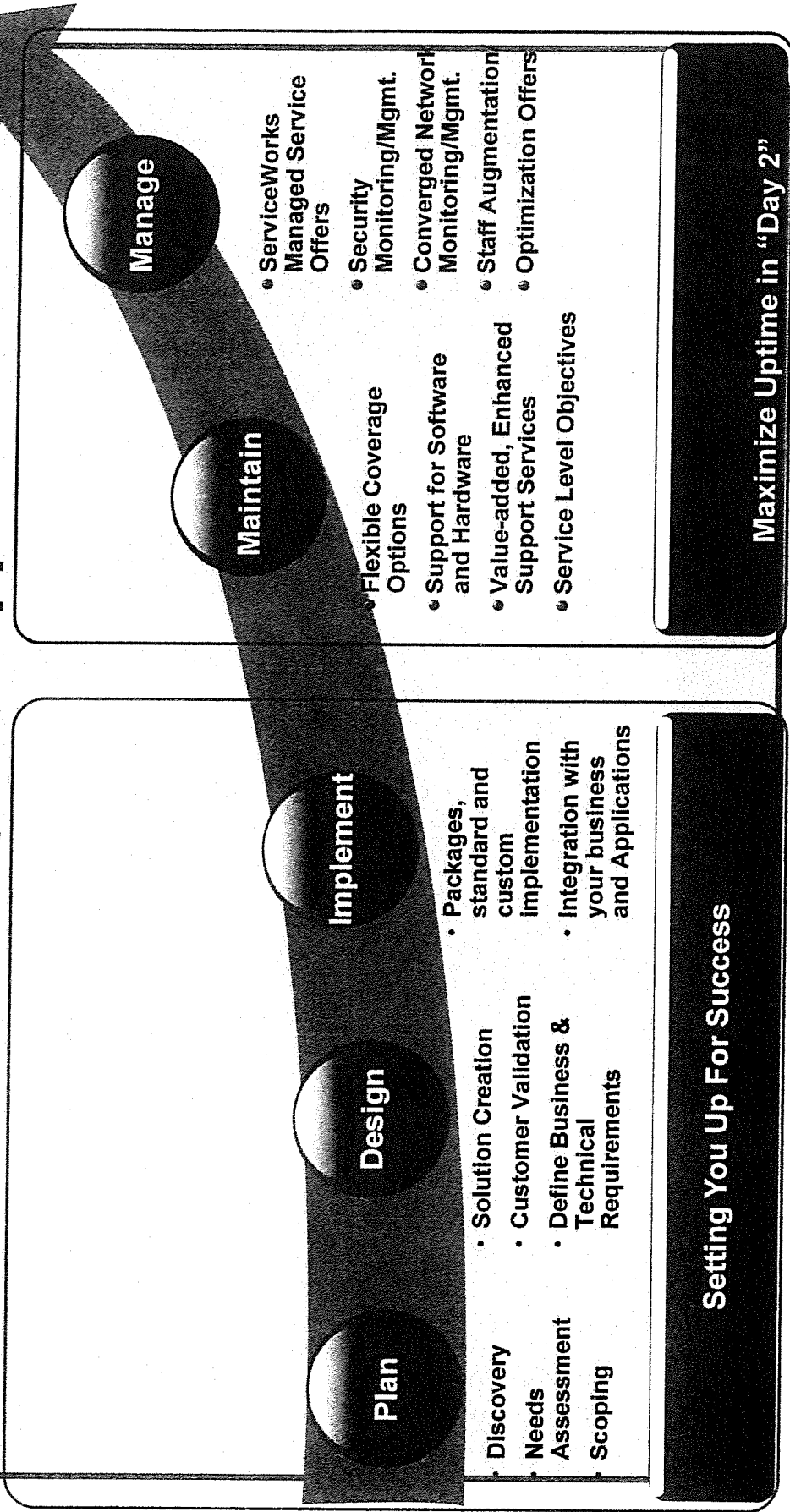


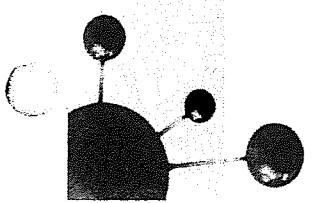
Value Proposition

ROI Networks has deep competency and experience with “Real Time Communication” (Unified Communications, Voice and Video). Traditionally, these solutions were deployed as overlay networks or on manufacturer provided hardware.

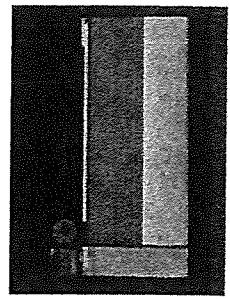
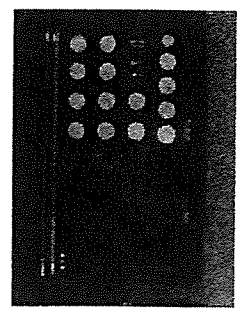
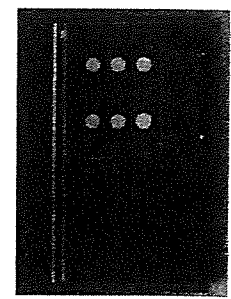
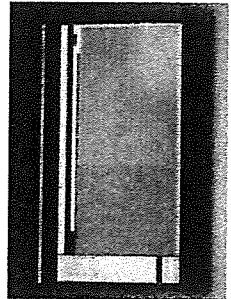
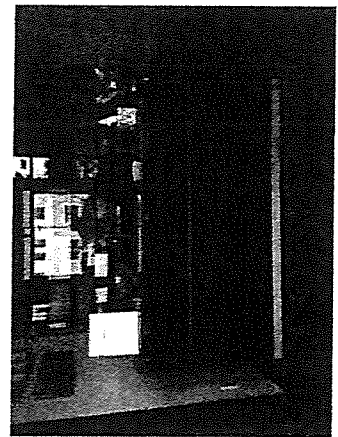
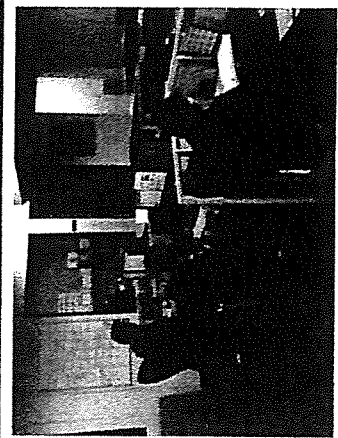
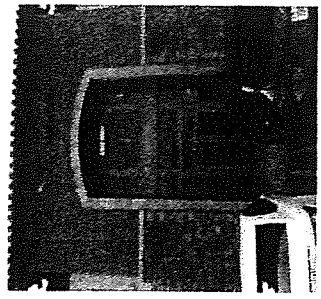
Today’s solutions are now deployed within a customer or hosted data center (Cloud). They now share existing Network, Compute and Storage infrastructures. ROI understands these trends and works with our clients to leverage existing infrastructure, or deliver next-generation shared infrastructures capable of supporting Voice, Video and data communications.

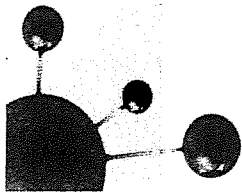
ROI Networks Lifecycle Support Model





ROI Network Operations Center





ROI Networks

Business Collaboration Simplified

Our Customers



GONEXANT



San Diego County
Credit Union



SHARING EXPERTISE



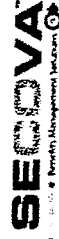
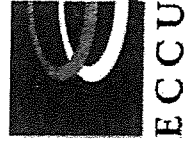
SKYWORKS



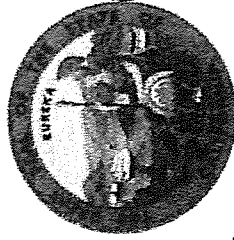
A better game by design.

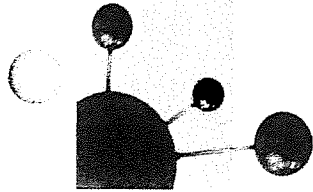


INTERACTIVE
TECHNOLOGIES, INC.
ESTABLISHED 1997



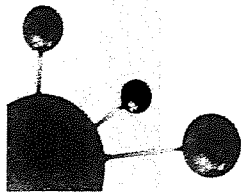
Health Management Services





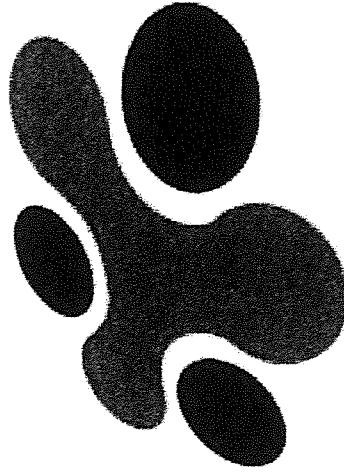
Summary

- Systems Integrator specializing Real Time Communications Data Center Infrastructure and Carrier Services
- Practice Areas around Network Infrastructure, Unified Communications and Services
- Solutions supporting the entire lifecycle of technology including Planning, Design, Implementation, Maintenance and Management of Unified Communications and Collaboration Solutions
- Your Strategic Partner and Trusted Advisor



 **ROI Networks**
Business Collaboration Simplified

Thank You



ROI Networks
Business Collaboration Simplified

COPY



An IP Office™ Support Solution for:
City of Carson

RFP NO. P16-05

Charlotte Melendez-Luna
Director of Sales and Marketing
Merrill & Associates, Inc.
1305 Pioneer Street
Brea, CA 92821
714.388.3260
cluna@merrillusa.com

EXHIBIT NO - 3

August 15, 2016

Mr. Richard Moore
City of Carson
Interim Purchasing Manager
RFP No. P16-05
701 East Carson Street
City of Carson, California 90745

Subject: Request For Proposal – RFP NO. P16-05

Thank you for giving Merrill & Associates, Inc the opportunity to provide and recommend support solution to meet your stated and current support needs and demands. We recognize that all customers and enterprises have unique support requirements and we look forward to working through those challenges with you step by step. At the core of our proposed solution is the award winning Avaya IP Office support solution. It is a simple, yet critical, communications support that can support the needs of any business but does require a company like Merrill to compliment the offer and ensure it is complete and comprehensive.

In the following pages of this proposal, please a solution specifically designed to address the engagement challenges and priorities you outlined.

We look forward to discussing the details of the proposal letter in more detail and offering guidance as you work through difficult questions.

Sincerely,

Charlotte Melendez-Luna

Merrill & Associates, Inc.



Table of Contents

- **Executive Summary**
 - References
- **How Can we Help Your City**
- **Offer Summary**
- **Avaya IP Office Support Services**
- **Conclusion**
 - Insurance Coverage

Executive Summary

Avaya and Merrill & Associates, Inc are pleased to have the opportunity to add value with the compelling offer contained in this proposal letter, so City of Carson can grow in their confidence of the vendor team.

The impact of increasing maintenance costs and availability of replacement parts is becoming a concern for many customers. The real question is how to build a trusted relationship with a service provider who can support not just reactive maintenance needs as they arise but the critical proactive steps and consultation for growth and change. At Merrill, we believe our 20+ experience and highly skill team of professionals coupled with our critical parts warehouse and access is the key to support our customer base.

The Current Challenges

Provide proactive and reactive maintenance, repair and hardware support on Avaya IP Office systems deployed at the City. During the review of the RFP, several key items were identified which Merrill would like to respond to including:

- Being an Authorized Avaya Partner – *Merrill is an Avaya Authorized Partner. The criteria for Avaya medal status have varied over the years but generally include 4 aspects;*
 1. *1 – Customer Satisfaction – highest score is 5 and Merrill has maintained one of the highest in the country for over 8 years at a current 4.6. The score is derived from direct customer interviews conducted by a third party contract by Avaya.*
 2. *2 – Certifications – Avaya requires each partner to maintain current training and testing on the vast Avaya portfolio of products and services. Merrill maintains and exceeds the required certifications for our current status and we have proudly hold our team to the highest certification standards.*
 3. *3 - Sales Volume – Avaya awards the partner community with medal status strictly driven by volume of sales. This is not that relative to our customer base and as a small business in Southern California, Merrill, although a Platinum (the highest level) partner for 5 years straight, seeks quality over quantity and no longer participate in the volume of product sales required for a medal status with Avaya.*
 4. *4 – Maintenance Renewal and Accuracy – A separate report card Avaya keeps track of to ensure the business partner is helps the customer avoid any disruption to coverage. Merrill outrivals in this category and has an exemplary record.*
- *Have experience and certification in both Heritage Avaya Blue and Red – Merrill does have predominately and historically been a red partner of Avaya but we do work on Nortel systems and have for 5+ years. Our largest account has over 20 embedded Nortel PBX and small key system solutions.*
- *Support of minimum of three Government Accounts – Merrill supports many Government accounts included but no limited to cities, counties, public entities such as school, universities, hospitals and utility companies.*

As required 3 References are listed below. Contact details will be provided upon request and not listed in the RFP due to customer request for limited and private access.

1. *City of Costa Mesa*
 - *Costa Mesa Fire Department*
2. *City of Rancho Margarita*
3. *Burbank Airport*



“Lower operational costs, increase profitability, and enhance the experience your customers enjoy”

- Local Orange County/LA County Warehouses – *Merrill maintains a large warehouse at our location in Brea, California. The warehouse maintains new and refurbished critical parts and we have demonstrated to our customer base our ability to support their needs with a quick response time that exceeds any manufacture next business day response time. The warehouse is available for tour and customer review upon request.*

Support Requirements:

- Quarterly system backups – *Merrill conducts system backups for many of our customer base today. Adding the City to that calendar is included in our bid.*
- 7x24 Support – *Avaya offers 24x7 support via their web services and 800 number. Merrill compliments that with our afterhours support which can include proactive alarming upon request.*
- Two (2) hours on-site emergency response time – *Merrill acknowledges this requirement and our emergency support is included the price quoted.*
- Include labor for one (1) software release per year – *Merrill acknowledges and included in our price the labor to aid in the upgrade of any software release per year. Assumes dot releases and not full system upgrade to the next release level which may include any hardware upgrades.*

How We Can Help Your City

At Merrill & Associates, Inc. we are helping many customers like you add value by addressing day to day support issues head on because we customized our support offers to each and every customer. We are small and agile and we can easily customize each aspect of support and service to meet the vast and varied needs of our customers from simple manufacturer support contract prepare and enforcement to fully managed to complete outsource solutions and cloud services.

At Merrill we understand that support from a qualified service vendor is important to compliment the talents of the IT department of the City. We have many reference accounts that attest to our ability to fill that need. The City IT staff should be able to focus on other projects and rest assured they have a partner to call on for any need that arises in the communications fabric and network.



The Avaya and Merrill support solution will help provide staff with peace of mind simply because our approach is designed to work together with flexibility in mind. The solutions we deliver also help staff work more efficiently with each other and quickly handle customers' demands, no matter where they are.



Offer Summary

Avaya Support – Express Support On-site Next Business Day 24x7 + MerrillConnect	Cost
1 Year – Annual Maintenance & Support – includes, IPO (2), Avaya SBC Portwell (1 – 12) 24x7 manufacturer support – supplement add 2 hour emergency response (billable at time of support – see labor/rate charges below).	\$4,875
Optional: Phybridge 48 Port PoLRE GOLD 27x7 Support - Per Switch Per Year. Not included in total	\$395
MerrillConnect*	Cost
Quarterly system back ups (2 IPOs only, - 4 back ups maximum – 1 year)	\$1,680
Labor for one (1) software release per year (2 IPOs only)	\$1,840
Ad Hoc Project & Services (10 hours maximum – M-F 8x5)	\$2,100
Annual MerrillConnect:	\$5,620
Total Avaya and Merrill Support – 1 year:	\$10,495.00
Merrill Labor Rates - 2016	Hourly Price
Complex Labor Regular	\$180
Project Manager	\$210
Software Specialist	\$210
Professional Services	\$210
Data/Network Specialist	\$240
SIP/VMWare/Security Specialist	\$310

Requirement: City of Carson must provide remote desktop or VPN Access to quality for this pricing. City of Carson must submit to a site survey and possible certification of IPO servers. If customer provided server Edition – price is subject to or will include server support only on T&M support.

A Vendor You Can Trust

Together with Avaya, Merrill & Associates, Inc. would to thank you and your staff for being a loyal Avaya customer.

Avaya is a global leader in business communications systems. Merrill & Associates, Inc. is an experienced, certified Avaya Channel Partner who understands the challenges facing midsize operations like City of Carson. Let us work with you to implement an Avaya IP Office service and support solution that fits your unique challenges, capabilities, and needs. We look forward to embarking on a relationship as your trusted supplier of best in class telecommunications solutions and support.

Please take a moment to meet our team/family:

Michael L. Merrill - President/Owner Merrill & Associates, Inc.

- Mr. Merrill started his career at AT&T implementing many PBX systems and wire solutions. It is not uncommon even in 2016 for us to visit a location that Mike recalls installing or working on which always poses a fun opportunity to walk down memory lane. Mike likes to visit our customers at least once a year to ensure them that the buck stops with him and he invites a conversation at any time to hear how his company is doing and what if any improvements our customers envision. After many years in management at Avaya, Mike Merrill embarked on a new challenge to enter into a world as a small business owner and Avaya supplier in 1986. After landing many large accounts and recruiting some of the top talent in Southern California, Mike built one of the most respected Avaya business partners in the country. Despite size of the company he also has built quite a large and loyal customer base and over the years, and many, many Avaya awards has a reputation for being a beta test for many Avaya new products. As one example, Merrill installed and supported the first Avaya IP Office on a virtual platform for Avaya in the world. Mike also has held a seat on many prestigious Avaya Partner programs that help the manufacturer understand the needs, challenges and changes customers are expressing.

Damion Merrill - Vice President and Financial Officer

- Damion provides a keen understanding of business operations and cost containment. He works some marquee Merrill accounts to ensure he is always aware of changing requirements and impact to business such as the effect virtualization has had on our customers in terms of value equations. Damion also support the maintenance contracts with our customers, vendors and manufacturers such as Avaya. These contracts can be confusing and often require Merrill to advocate on the customer behalf to get the right response and solution. Signing an agreement is only part of the solutions, enforcing it now days unfortunately may require a little more effort.

Barry Welker – Director of Sales Operations

- Barry has a long history of employment in the Bell system and while at Avaya supported many large enterprise accounts and forged some of the first out sourcing and managed solutions that are now common place in the Avaya support portfolio. Barry's current role at Merrill is provide design and quality assurance to our customer's communication solutions. When faced with a customer request, Merrill first tries to resolve the issue or fulfill the request with the invested, embedded solution. You will not find Merrill is quick to respond to each request with a proposal for a net new product or solution. Barry's team is responsible for the design and solution build and that includes direct Merrill employees and a vast array of contract employees that fulfill specialty needs. His team includes, network specialist, VMWare and Application specialist, Software Engineers and Solution Architects.

James Martinez – Director of Operations

- Like many members of the Merrill team, James also started his career at Avaya (AT&T/Lucent) and held a variety of roles in management before joining Merrill. James is responsible for Support, Implementation and Add, Move, Change requests at Merrill. His team consists of the team that answer the initial customer request and begin a ticket or MAC request for our customer base. His team also monitors the alarm system and provides quarterly updates and review. James also runs our vendor management program. Many Avaya and non-Avaya communication companies across the country rely on Merrill to support aspects of their business. James develops relationships with many companies to ensure they know our talents and warehouse inventory. We work under contract to support their end customers in a variety of ways that include Network Assessments, Network Analysis and more. He runs small projects and is

generally considered the face of Merrill because of his and his team's constant contact with our customers.

Charlotte Melendez-Luna – Director of Sales & Marketing

- Started with AT&T in 1981 and has worked at Merrill since 2010. Charlotte is responsible for the marketing, sales and product portfolio of Merrill. She is involved with each and every account at Merrill to ensure that our customer satisfaction remains the focus of our company. Through her experience and relationships in the communication industry, Merrill has continued to achieve a modern product and service portfolio including but not limited to SIP, Virtualization, Data Center and Cloud solutions. At Merrill, no account is too small, too large or too complex for the Merrill sales and marketing team to address and positively affect.

Deployment Team:

Aside from leadership the deployment and support team are without a doubt our greatest pride. If we are fortunate enough to support City of Carson, you will undoubtedly work with this team and you will come to know what our 2000+ loyal customer base knows, which is how talented and easy to work with they are.

Avaya IP Office Support Services

Reinforcing and extending the value delivered by your Avaya communications solution

Business success can be highly dependent on the ability of employees to communicate effectively with one another and with customers. When unforeseen issues arise that, disrupt the flow of business communications, support that is easily accessible, highly efficient, and delivered by properly qualified resources is crucial to already have in place. To meet those exact needs and provide peace of mind, IP Office Support Services are available in 8 x 5 x 5 and 24 x 7 options. To simplify budgeting and billing, one-, three-, and five-year prepaid contract services can be selected. IP Office applications can be securely managed remotely so that support is provided quickly and easily without the need for an onsite visit by a technician.

Features and Benefits Summary

Experience the following benefits that Avaya IP Office Support Services provides:

- Comprehensive support offerings
 - Rapid remote hardware and software support
 - Enhanced remote connectivity for quicker troubleshooting that is easy to set up and provides increased security
 - Technical expertise and quality verification from the manufacturer
 - Simple pricing structure makes budgeting easy, accurate, and consistent
- Improved system performance
 - Access to software patches and updates
 - Comprehensive support quickly delivered
 - Certified parts replacement options
 - Support specifically designed for your company's environment
- Added value
 - Enjoy high-quality services at a competitive price



- Rapid and seamless scale with a multitude of applications
- Access to all major upgrades during the term of your support agreement to keep technology up-to-date
- Scalable
 - Scale up to 2,000 or 2,500 users based on the deployed platform
- Seamlessly transition licenses
 - Avaya application licenses can be transitioned to centralized viewing and management with no additional support fees
- Quickly integrate new sites
 - Sites can easily be added and coverage adjusted accordingly to adapt to changing needs

Conclusion

Thank you for reviewing our response to your RFP request. We look forward to an opportunity to discuss our history and capability with any member of the City of Carson. Per request, accompanying this proposal letter are the following requirements:

- Affidavit of Non-Collusion
- Certificate of Non-Discrimination by Contractor
- Designation of Subcontractors
- Insurance Coverage – see below. Per RFP P16-05, page 7 contract documents shall be submitted after award and include all insurance documents etc... Merrill will comply as stated.

COVERAGES		CERTIFICATE NUMBER: Cost ID 1595			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.						
INS LTR	TYPE OF INSURANCE	AUXL SUBR RSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
2	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	72EBAAR8333	2/8/2016	2/8/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP OF AGG \$ 2,000,000 \$
2	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		72WCEBA0556	2/8/2016	2/8/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
2	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	72WCECH1842	2/8/2016	2/8/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$



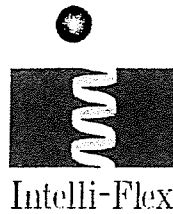
REQUEST FOR PROPOSAL RFP NO. 16-05

 COPY

Richard Moore
City of Carson
701 E. Carson Street
Carson, CA 90745

August 12, 2016
Pat Flores
Senior Partner In Knowledge
Intelli-Flex Inc.
562.999.8013

EXHIBIT NO - 4



EXECUTIVE SUMMARY

Government, municipalities and enterprise entities require their communications infrastructure to be robust and resilient. Technical issues can arise in the most reliable voice networks. When they do, it is always best practice to have the most current software and hardware platform that is easily supported by the manufacturer and vendor.

Intelli-Flex is the customer's first line of defense when technical support is required, but when escalations are required there should be an optimum environment and software level available in place to ensure quick issue resolution.

Intelli-Flex is pleased to provide a proposal to ensure that the City of Carson has the best platform and software level for support.

The proposal includes the following:

Proposed Solution:

Intelli-Flex is proposing the Avaya IP Phone maintenance and support which addresses the City of Carson's RFP requirements. The response to the RFP includes:

1. The pricing per the quantities listed in the actual RFP
2. Executed required forms
3. Insurance certificates
4. Alternate pricing for the actual quantities of the IP Office solution
 - a. An email was previously sent to Robert Eggleston & Richard Moore to call out the discrepancies in the quantities of certain items

By selecting Intelli-Flex, your organization will realize many benefits including:

- A local, full-service award winning Certified Gold Avaya Partner
- Collaborating with a partner that is trained and certified in both the Avaya Blue and Avaya Red product portfolios
- Avaya Innovator of the year recipient
- Avaya Partner in Customer Excellence Award Winner, 2012
- An extensive network of national partnerships for regional support

We appreciate the opportunity to provide the City of Carson with a, IP Office maintenance proposal.

Thank you for selecting Intelli-Flex as a consulting partner.



5696 Corporate Avenue | Cypress, CA 90630 | (562)999-8000 www.iflex.com

City of Carson
 701 E. Carson
 Carson, CA 90745
 Robert Eggleston
 310-952-1734
 regglest@carson.ca.us

Pat Flores
 562-999-8013
 562-999-8100 (F)
 pflores@iflex.com
 Quote Date: 08/12/2016
 Valid Through: 09/11/2016

City of Carson RFP 16-05

QTY	Months	Part #	Description	Customer Unit Price	Customer Ext. Price
Avaya Maintenance and Support					\$5,732.87
<i>Carson, CA</i>					
2	12	271611T	IPO TOKEN REM TECH SUPT 24X7 APR NBD-IP500 V2 1YPP	\$449.73	included
	12	271613T	IPO TOKEN REM TECH SUPT 24X7 APR NBD-HP DL120G7 1YPP	\$938.40	included
1 Year			Platinum Support Advanced Parts Replacement, Next Business Day, Maintenance & Support- 41 Users	\$3,895.00	included

Subtotal	\$5,732.87
Sales Tax	TBD
Shipping	TBD
Misc. Hardware	TBD*
Total	\$5,732.87

Signature: _____ Title: _____ Date: _____



5696 Corporate Avenue | Cypress, CA 90630 | (562)999-8000 www.iflex.com

City of Carson
 701 E. Carson
 Carson, CA 90745
 Robert Eggleston
 310-952-1734
 regglest@carson.ca.us

Pat Flores
 562-999-8013
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 pflores@iflex.com
 Quote Date: 08/12/2016
 Valid Through: 09/11/2016

City of Carson RFP 16-05

QTY	Months	Part #	Description	Customer Unit Price	Customer Ext. Price
Avaya Maintenance and Support					\$8,207.87
<i>Carson, CA</i>					
2	12	271611T	IPO TOKEN REM TECH SUPT 24X7 APR NBD-IP500 V2 1YPP	\$449.73	\$899.47
	12	271613T	IPO TOKEN REM TECH SUPT 24X7 APR NBD-HP DL120G7 1YPP	\$938.40	\$938.40
1	1 Year		Platinum Support Advanced Parts Replacement, Next Business Day, Maintenance & Support- 180 Users	\$6,370.00	\$6,370.00

Subtotal	\$8,207.87
Sales Tax	TBD
Shipping	TBD
Misc. Hardware	TBD*
Total	\$8,207.87

Signature: _____ Title: _____ Date: _____


CITY OF CARSON
REQUEST FOR PROPOSAL RFP NO. P16-05

AFFIDAVIT OF NON-COLLUSION

The undersigned, as proposer declares that this proposal is made without collusion with any other person, firm or corporation and that the only person or parties interested as principals are named herein. Having carefully examined the Request for Proposal, the Specifications and the Terms and Conditions, we do hereby propose and agree, in the event of acceptance hereof, to enter into the required agreement with the City of Carson.

Dated this 12th day of August 2016. I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Intelli-Flex
COMPANY NAME


SIGNATURE

Jill Williams
NAME (PRINTED)

CO-founder
TITLE

J.Williams@iflex.com
EMAIL ADDRESS

REQUEST FOR PROPOSAL RFP NO. P16-05
CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

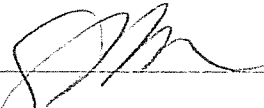
As suppliers of goods or services to the Owner, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, ancestry, age, sexual orientation, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM Intelli-Flex

TITLE OF PERSON SIGNING Co-founder

SIGNATURE 

DATE 8/12/16

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

REQUEST FOR PROPOSAL RFP NO. P16-05

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each proposer shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

Portion Of Work%	State Subcontractor's Name and Address	License Number	Class
NA			

INSURANCE REQUIREMENTS
GENERAL COMPREHENSIVE LIABILITY
ADDITIONAL INSURED ENDORSEMENT

NAME OF ADDRESS OF INSURED: Intelli-Flex Inc.

General description of agreement(s) and/or activity (ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The Owner, consisting of the following described public entity:

The City of Carson, California

and its or their elected officials, officers, agents and employees are insured thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.

2. Such insurance shall be primary, and not contributing with any other insurance maintained by the Owner.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Carson, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management
City of Carson
P.O. Box 6234
Carson, CA 90749
(310) 952-1700

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No. 002 Effective Date 8/12/16 Policy No. 33 SBA 604358

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES POLICY PERIOD FROM 2/21/16 TO 2/21/17 LIMITS OF LIABILITY

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions relate to the above coverages includes:

- Premises & Operations
- Contractual Liability
- Independent Contractors
- Products/Completed Operations
- Broad Form Property Damage
- Broad Form Liability Endorsement
- Explosion Hazard
- Collapse
- Underground Hazard
- Personal Injury
- _____

A deductible or self-insured retention (strike out one) of _____ applies to _____ coverage.

DEDUCTIBLE APPLIES PER CLAIM _____, PER OCCURRENCE 2,000,000

CBIA INC / PHS
INSURANCE COMPANY
ADDRESS: PO Box 29611
Charlotte, NC 28229

I, _____, (print name) hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at _____ on _____ 2016

Phone No.: () _____

**AUTOMOBILE LIABILITY
ADDITIONAL INSURED ENDORSEMENT**

NAME OF ADDRESS OF INSURED: Intelli-Flex Inc.

General description of agreement(s) and/or activity (ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The Owner, consisting of the following described public entity:

The City of Carson, California

and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.

2. Such insurance shall be primary, and not contributing with any other insurance maintained by the Owner.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Carson, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management
City of Carson
P.O. Box 6234
Carson, CA 90749
(310) 952-1700

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No. <u>003</u>	Effective Date <u>8/21/16</u>	Policy No. <u>33 50A 6C4358</u>
TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM <u>2/21/16</u> TO <u>2/21/17</u>	LIMITS OF LIABILITY

Scheduled items or locations are to be identified on an attached sheet.

The following are covered by the policy:

- Owned Automobiles
- Nonowned Automobiles
- Hired Automobiles
- Owned, Nonowned and Hired Automobiles

A deductible or self-insured retention (strike out one) of _____ applies to _____ coverage.

DEDUCTIBLE APPLIES PER CLAIM _____, PER OCCURRENCE 1,000,000.

CBIA INC / PHS
 INSURANCE COMPANY
 ADDRESS: PO Box 29611
Charlotte, NC 28229

I, _____, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at _____ on _____, 2016

Phone No.: (____) _____

WORKERS' COMPENSATION/EMPLOYERS LIABILITY
SPECIAL CANCELLATION NOTICE ENDORSEMENT

NAME AND ADDRESS OF INSURED: Intelli-Flex Inc.

General description of agreement(s) and/or activity(ies) insured:

This policy shall not be subject to cancellation except after notice in writing shall have been sent not less than thirty (30) days prior to the effective date thereof by certified mail, return receipt requested, addressed to Risk Management, City of Carson, P.O. Box 6234, Carson, CA 90749.

The company agrees to waive all rights of subrogation against the Owner, consisting of the following described public entity:

The City of Carson, California

and its or their elected officials, officers, agents and employees.

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No.	Effective Date	8/21/16	Policy No.	33 WEC FN9602
-----------------	----------------	---------	------------	---------------

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM	TO	LIMITS OF LIABILITY
Workers' Compensation	8/1/16	8/1/17	Statutory

Employers Liability

The following are included in the above coverages:

- () Broad Form All States Endorsement
- () Voluntary Compensation Endorsement
- () _____
- () _____

OBIA INC/PHS
INSURANCE COMPANY
ADDRESS: PO Box 29611
Charlotte, NC 28229

I, _____, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at _____, _____ on _____, 2016

Phone No.: () _____

EXCESS LIABILITY INSURANCE
ADDITIONAL INSURED ENDORSEMENT

NAME AND ADDRESS OF INSURED: Intelli-Flex Inc.

General description of agreement(s) and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The Owner, consisting of the following described public entity:

The City of Carson, California

and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.

2. Such insurance shall be primary, and not contributing with any other insurance maintained by the Owner.

3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Carson, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management
City of Carson
P.O. Box 6234
Carson, CA 90749
(310) 952-1700

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No.	Effective Date	Policy No.
	2/21/16	33 SBA GG4359

TYPE OF COVERAGE TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM	TO	LIMITS OF LIABILITY	AMOUNT OF EXCESS
---	--------------------	----	---------------------	------------------

- Excess Liability
- Following Form
- Umbrella Liability
- Other

Applicable underlying coverages:

<u>Insurance Company</u>	<u>Policy No.</u>	<u>Amount</u>
--------------------------	-------------------	---------------

The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

A deductible or self-insured retention (strike out one) of \$ 10,000 applies to coverages not included in underlying policies.

DEDUCTIBLE APPLIES PER CLAIM _____; PER OCCURRENCE 1,000,000

CBIA INC / PHS
INSURANCE COMPANY
ADDRESS: PO Box 29611
Charlotte, NC 28229

I, _____, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at _____ on _____, 2016

Phone No.: (____) _____

CBIA INC/PHS
PO BOX 29611
CHARLOTTE NC 28229

RISK MANAGEMENT
CITY OF CARSON
PO BOX 6234
CARSON CA 90749



CERTIFICATE OF LIABILITY INSURANCE

SMN
R054DATE (MM/DD/YYYY)
8/15/2016

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 have ADDITIONAL INSURED provisions or 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 CBIA INC/PHS 750118 P: (866) 467-8730 F: (888) 443-6112 PO BOX 29611 CHARLOTTE NC 28229	CONTACT NAME	
	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: Sentinel Ins Co LTD		11000
INSURER B: Hartford Accident & Indemnity Co		22357
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
INTELLI-FLEX INC.
5696 CORPORATE AVE
CYPRESS CA 90630

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	ADDL INSR	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY			33 SBA GC4358	02/21/2016	02/21/2017	EACH OCCURRENCE	\$2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
	<input checked="" type="checkbox"/> General Liab						MED EXP (Any one person)	\$10,000	
							PERSONAL & ADV INJURY	\$2,000,000	
							GENERAL AGGREGATE	\$4,000,000	
							PRODUCTS - COMP/OP AGG	\$4,000,000	
								\$	
B	AUTOMOBILE LIABILITY			33 UEC FU6839	02/21/2016	02/21/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$	
A	UMBRELLA LIAB			33 SBA GC4358	02/21/2016	02/21/2017	EACH OCCURRENCE	\$1,000,000	
	EXCESS LIAB						AGGREGATE	\$1,000,000	
	DED: <input checked="" type="checkbox"/> RETENTION \$10,000						\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			33 WEC FN9602	08/01/2016	08/01/2017	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$1,000,000	
A	Technology E&O			33 SBA GC4358	02/21/2016	02/21/2017	2,000,000/2,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

RISK MANAGEMENT
CITY OF CARSON
PO BOX 6234
CARSON, CA 90749

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

Joe Taylor

AGENCY CUSTOMER ID: _____
LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY CBIA INC/PHS		NAMED INSURED	
POLICY NUMBER SEE ACORD 25		INTELLI-FLEX INC. 5696 CORPORATE AVE CYPRESS CA 90630	
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Notice of Cancellation will be provided in accordance with Form SS1223, attached to this policy. Certificate holder is an additional Insured per the Commercial Auto Broad Form Endorsement HA9916, attached to this policy. Notice of Cancellation will be provided in accordance with Form IH0313, attached to this policy.

CBIA INC/PHS
PO BOX 29611
CHARLOTTE NC 28229

INTELLI-FLEX INC.
5696 CORPORATE AVE
CYPRESS CA 90630

73

104



CERTIFICATE OF LIABILITY INSURANCE

SMN
R054DATE (MM/DD/YYYY)
8/15/2016

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112 E-MAIL ADDRESS:
CBIA INC/PHS 750118 P:(866) 467-8730 F:(888) 443-6112 PO BOX 29611 CHARLOTTE NC 28229	
INSURED	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins Co LTD NAIC# 11000 INSURER B: Hartford Accident & Indemnity Co 22357 INSURER C: INSURER D: INSURER E: INSURER F:
INTELLI-FLEX INC. 5696 CORPORATE AVE CYPRESS CA 90630	

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	ADDL INSR	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR General Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			33 SBA GC4358	02/21/2016	02/21/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			33 UEC FU6839	02/21/2016	02/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$10,000			33 SBA GC4358	02/21/2016	02/21/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	33 WEC FN9602	08/01/2016	08/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE- EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
A	Technology E&O			33 SBA GC4358	02/21/2016	02/21/2017	2,000,000/2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

RISK MANAGEMENT
CITY OF CARSON
O BOX 6234
CARSON, CA 90749

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

AGENCY CUSTOMER ID: _____
LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

GENCY CBIA INC/PHS		NAMED INSURED	
POLICY NUMBER SEE ACORD 25		INTELLI-FLEX INC. 5696 CORPORATE AVE CYPRESS CA 90630	
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25	

ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Notice of Cancellation will be provided in accordance with Form SS1223, attached to this policy. Certificate holder is an additional Insured per the Commercial Auto Broad Form Endorsement HA9916, attached to this policy. Notice of Cancellation will be provided in accordance with Form IH0313, attached to this policy.

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Select Customer Insurance Center

8711 UNIVERSITY EAST DRIVE

CHARLOTTE NC 28213

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (877) 853-2582

**INSURANCE ENDORSEMENT
ATTACHED**

***** PLEASE REVIEW THE CHANGE *****

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (877) 853-2582 between 7 A.M. and 7 P.M. CST .

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

CBIA INC/PHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS CHANGE ENDORSEMENT

POLICY NUMBER: 33 UEC FU6839 DV

CHANGE NUMBER: 003A

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM



This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below. (Premium adjustment, if any, for the addition, deletion or other change described in this endorsement is shown in the Premium Column below.)

Effective Date: 08/12/16

Named Insured: INTELLI-FLEX INC.

Producer's Name: CBIA INC/PHS

Pro Rata Factor: .529

Description of Change:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

HARTFORD ACCIDENT AND INDEMNITY COMPANY

NO CHANGE IN PREMIUM

CA2048(S) IS/ARE ADDED. THE FOLLOWING CA2048 SEQUENCE NO(S) APPLY:
01

FORMS ADDED

CA20481013

Countersigned by
(Where required by law)

Suzan S. Castaneda
Authorized Representative

08/12/16
Date

POLICY NUMBER: 33 UEC FU6839
CHANGE NUMBER: 003A

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

RISK MANAGEMENT
CITY OF CARSON
PO BOX 6234
CARSON, CA 90749

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Select Customer Insurance Center

8711 UNIVERSITY EAST DRIVE

CHARLOTTE NC 28213

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730

**INSURANCE ENDORSEMENT
ATTACHED**

***** PLEASE REVIEW THE CHANGE *****

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730 between 7 A.M. and 7 P.M. CST .

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

CBIA INC/PHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER

The Hartford
Hartford Fire Insurance Company and its Affiliates
One Hartford Plaza, Hartford, Connecticut 06183

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 33 SBA GC4358 DV

Named Insured and Mailing Address; INTELLI-FLEX INC.

5696 CORPORATE AVE.
CYPRESS CA 90630

Policy Change Effective Date: 08/12/16

Effective hour is the same as stated in the
Declarations Page of the Policy.

Policy Change Number: 002

Agent Name: CBIA INC/PHS

Code: 750118

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 0.529

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T

Process Date: 08/12/16

Page 001

Policy Effective Date: 02/21/16

Policy Expiration Date: 02/21/17

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POLICY NUMBER: 33 SBA GC4358



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOS ANGELES DEPARTMENT OF WATER AND
POWER RISK MANAGEMENT SECTION
P.O. BOX 51111, RM 465
LOS ANGELES, CA 90051-0100

CITY OF SIMI VALLEY
2929 TAPO CANYON RD.
SIMI VALLEY, CA 93063

DIGITAL NETWORKS GROUP, INC.
100 COLUMBIA STE 100
ALISO VIEJO, CA 92656
WATT FAMILY PROPERTIES DBA
WATT MANAGEMENT COMPANY
1875/1925 CENTURY PARK EAST COMPANY
TEACHER'S INSURANCE AND ANNUITY ASSOCIATION
LOS ANGELES, CA 90067

ACRCY LLC AND ACCURIDE INTERNATIONAL INC
ATTN: PROPERTY MANAGEMENT
12311 SHOEMAKER AVE
SANTE FE SPRINGS, CA 90670

CITY OF FONTANA
8353 SIERRA AVENUE
FONTANA, CA 92335

CBEYOND
320 INTERSTATE NORTH PARKWAY STE 300
ATLANTA, GA 30339

ACCURIDE INTERNATIONAL INC.
12311 SHOEMAKER AVE.
SANTA FE SPRINGS, CA 90670

THE CITY OF SIMI VALLEY AND ITS RESPECTIVE BOARDS, DISTRICTS,
OFFICERS, AGENTS AND EMPLOYEES
2929 TAPO CANYON RD
SIMI VALLEY, CA, 93063

Form IH 12 00 11 85 T SEQ. NO. 001 Printed in U.S.A. Page 001 (CONTINUED ON NEXT PAGE)

Process Date: 08/12/16

Expiration Date: 02/21/17

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POLICY NUMBER: 33 SBA GC4358



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

PACIFIC CORPORATE TOWERS LLC
CS RICHARD ELLIS INC
BLACKROCK REALTY ADVISORS INC.
EL SEGUNDO, CA 90245 STE 650

THE CITY OF LONG BEACH, ITS OFFICIALS, EMPLOYEES AND AGENTS
333 W OCEAN BLVD FL 12
LONG BEACH, CA 90802

NORWALK-LA MARADA UNIFIED SCHOOL DISTRICT
12820 PIONEER BLVD
NORWALK CA 90650

COUNTY OF LOS ANGELES
1100 N EASTERN AVE
LOS ANGELES, CA 90063

COUNTY OF KERN PURCHASING
1115 TRUXTON AVE
BAKERSFIELD CA 93301

THE CITY OF SAN LUIS OBISPO, ITS OFFICERS, OFFICIALS, EMPLOYEES,
AGENTS AND VOLUNTEERS
990 PALM ST
SAN LUIS OBISPO, CA 93401

LOC 001 BLDG 001
CUSHMAN & WAKEFIELD OF CALIFORNIA, UNITED TEACHERS OF LOS ANGELES
AND FRANK D. EACHERS OF LOS ANGELES
LANTERMAN REGIONAL CENTER
3303 WILSHIRE BLVD., SUITE 450
LOS ANGELES, CA 90010 USA

COUNTY OF LOS ANGELES, ITS SPECIAL DISTRICTS, ELECTED OFFICIALS,

Form IH 12 00 11 85 T SEQ. NO. 001 Printed in U.S.A. Page 002 (CONTINUED ON NEXT PAGE)

Process Date: 08/12/16

Expiration Date: 02/21/17

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POLICY NUMBER: 33 SBA GC4358



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS
9150 E IMPERIAL HIGHWAY MS46
DOWNEY, CA 90242

LPC TRANSIT MANAGEMENT, LLC
2626 E KATELLA AVE STE 200
ANAHEIM, CA 92806

RE: PROJECT/LOCATION OF COVERED OPERATIONS
ARTIC -- LPC TRANSIT MANAGEMENT, LLC
LINCOLN PROPERTY COMPANY COMMERCIAL, INC,
LPC WEST, LLC
CITY OF ANAHEIM AND ALL RELATED INTERESTS AS ADDITIONALLY INSURED
ON THE POLICY.
LOC 001 BLDG 001

RISK MANAGEMENT
CITY OF CARSON
PO BOX 6234
CARSON, CA 90749

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

INTELLI-FLEX, INC.

EXHIBIT NO - 5

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**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
INTELLI-FLEX, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of October, 2016 by and between the City of Carson, a California municipal corporation ("City") and Intelli-Flex, Inc., a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 **Scope of Services.**

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Fifty Nine Thousand Six Hundred Ten Dollars (\$59,610.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

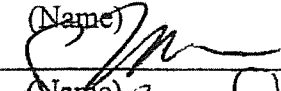
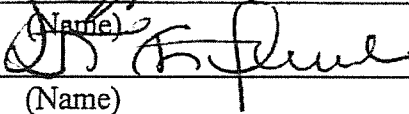
Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Jill Williams</u>	<u>Vice President</u>
(Name)	(Title)

L.W. Whitmier	CEO
(Name)	(Title)
	VP
(Name)	(Title)
	CEO
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Robert Eggleston, Information Technology Manager [or such person as may be designated by the City Manager]. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

\$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]



Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance

of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for

assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes: Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable,

shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection

therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are

hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials *ju*

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia L. Gause, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[EQG]

CONSULTANT:

Intelli-Flex, Inc.

By:  _____

Name: Jill Williams

Title: Vice President

By:  _____

Name: L.W. Whitmier

Title: CEO

Address: Intelli-Flex, Inc.

5696 Corporate Avenue

Cypress, CA 90630

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

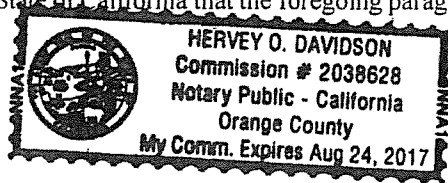
COUNTY OF ~~LOS ANGELES~~ ^{ORANGE}

On 10/12, 2016 before me, HERVEY DAVIDSON personally appeared Jill N. Williams & Lyle W Whitman who is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Hervey O Davidson



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p><input type="checkbox"/> CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> TITLE(S)</p> <p><input type="checkbox"/> LIMITED</p> <p><input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p> <p>_____</p> <p>SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____</p> <p>TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p>NUMBER OF PAGES</p> <p>_____</p> <p>DATE OF DOCUMENT</p> <p>_____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE</p>
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EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following maintenance and support services for existing Avaya software and hardware ("Regular Services") upon request of the Contract Officer:

A. Consultant will provide Regular Services for the below equipment at the following locations:

1. City Hall, 701 East Carson Street, Carson 90745.

Product Part #	Description	Quantity
700476005	Avaya IPO IP500 V2 Control Unit	1
700213440	IPO-IP400 ISDN RJ45/RJ45 3M Red	2
AVA-273793	AVAYA SBC Server, Portwell CAD-0208	1
405362641	PWR CORD 9X10 IN USA	2
700504031	AVAYA IPO VCM 32 V2	1
700289770	IPO PWR Lead EARTHED US Grounded 3 Prong	1
700479710	Avaya IPO IP500 V2 System SD Card MU-Law	1
700506052	IPO R9 SE INSTL DVD	1
700429202	IPO 500 Rack MNTG Kit	1
302788	R210 II XL SRVR IPO SE EXP	1
700417462	AVAYA IPO 500 TRNK PRI UNI DUAL	1

2. Corporate Yard, 2400 East Dominguez Street, Carson 90810.

Product Part #	Description	Quantity
185446	AVAYA COMMUNICATIONS SOLUTION	1
182448	IPO SE MODEL	1

273921	8IPO R9+ IP500 T1 ADD 2CH PLDS LIC	5
700213440	IPO ISDN RJ45/RJ45 3M RED	1
700289770	PWR CORD NA 18AWG 10 Amp AC	1
700383326	96XX RPLCMNT LINE CORD	31
700417439	IPO IP500 TRNK PRI UNVRSL SNGL	1
700429202	IPO IP500 RACK MNTG KIT	1
700476005	IPO IP500 V2 CNTRL UNIT	1
700479710	IPO IP500 V2 SYS SD CARD MUL	1
700504032	IPO MC VCM 64 V2	1
700504556	IPO IP500v2 COMBO CARD ATMV2	2
700510914	9504 TELSET FOR IPO ICON 4 PK	1
AL4518001-E6	4500 SSC CABLE 46CM (1FT 5IN)	1
AL4800E88-E6	ERS 4850GTS-PWR+ NA PC	2
339145	IP Office R9+ ASSIP AVAYA IP ENDPOINT 1 PLDS	180

3. Community Center, 801 East Carson Street, Carson 90745.

- (a) IP Office R9.1 500v2 Expansion Gateway
- (b) 9608 IP Phones
- (c) 9504 Digital Phones
- (d) E129 IP Phones
- (e) B179 SIP Conference Phones

4.

B. Manufacture Remote Technical Support and Upgrades Coverage (Avaya)

1. Remote software and hardware support 24 hours a day, 7 days a week.
2. Software upgrades and fixes for bugs or software malfunctions.
3. Web Services
 - (a) Avaya E-Notifications
 - (b) Avaya Support Forums
 - (c) Case Status Alerts
 - (d) Diagnostics
 - (e) Knowledge Base
 - (f) My Reports

II. Ad Hoc Services: Consultant will perform specified Ad Hoc Services not covered by Section I above, as required by the Carson City Council and as requested in writing by the Contract Officer, for equipment additions, moves, and changes.

- A. Ad-Hoc Services include programming of the Avaya phone system, and other similar Services not covered by Section I above.
- B. No Ad Hoc Services as provided for in this Section II shall be performed until the Contract Officer has agreed in writing to the fees and/or rates to be charged by Consultant for the performance of the requested Ad Hoc Service.
- C. Examples of adds/moves/changes include, but are not limited to, setting up a phone tree, move equipment from one location to another location, additional equipment/software for new locations, and telephone banks.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

- A. **Monthly Regular Services Report.** Consultant will provide the City with a monthly report detailing the Regular Services performed that month. The report will include, at a minimum, the date and time of service, type of service, outcome (equipment repair, replacement, staff training, etc.), open and close date/time of any ticket and/or regularly scheduled maintenance.
- B. **Ad Hoc Service Report.** Subsequent to providing Ad Hoc Service (as described in Section II of this Exhibit "A," Scope of Services), Consultant will timely provide a detailed report of the service performed, including, but not limited to: a description of the requested service; the work performed in response to the request; the operational and functional status of the services performed; and, an analysis of any

further issues which presented themselves pursuant to the service work performed, as regards the City's interests.

- IV. All work performed is subject to review and acceptance by the City, and must be reasonably revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A. Ernie Melgoza**
 - B. Drew Sandoval**
 - C. Mario Ceballos**
 - D. Mike Alarid**
 - E. Ryan Morgan**
 - F. Stephanie Yu**
 - G. Sandi V-Yarbrough**

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 3.4, Term shall be amended to read:

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). City, at its sole discretion, may renew the term for two additional one-year terms.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Consultant shall perform all Regular Services described in Section I of Exhibit "A," Scope of Services, for an annual flat fee of \$9,870. The annual fee shall be paid monthly in twelve (12) equal payments of \$822.50, following submission of a monthly invoice, in accordance with Section 2.4 and paragraph III, below.
- II. Consultant shall perform all Ad Hoc Services described in Section II of Exhibit "A," Scope of Services at the rate of \$100/hour, for a maximum annual amount of \$10,000, following submission of a monthly invoice, in accordance with Section 2.4 and paragraph III, below.
- III. Consultant will be paid for both Regular Services and Ad Hoc Services upon submission of a monthly invoice, in accordance with Section 2.4. The monthly invoice will include the following information regarding both Regular Services and Ad Hoc Services (if applicable) performed during that month, as follows:
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for Regular Services pursuant to Section I of Exhibit "A," Scope of Services, for all three (3) years, shall not exceed \$29,610. The total compensation for Ad Hoc Services pursuant to Section II of Exhibit "A," Scope of Services, for all three (3) years, shall not exceed \$30,000. Thus, the overall total compensation for Regular and Ad Hoc Services for all three (3) years shall not exceed the \$59,610, as provided in Section 2.1 and Section 3.4 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

- I. This Agreement shall continue in full force and effect starting on _____, 2016 and ending on _____, 2017. Each renewal will extend the Services to the same day and month in 2018, and again in 2019. Consultant shall perform all Services timely in accordance with the terms and specifications provided for under the Agreement.**
- A. Regular Services shall be performed at the request of the City.**
 - B. Ad Hoc Services shall be performed only at the request of the City.**
- II. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

58 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
43 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
GC insurance company of The Hartford Insurance Group shown below.
SBA

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A

Policy Number: 33 SBA GC4358 DV



SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: INTELLI-FLEX INC.
(No., Street, Town, State, Zip Code)
5696 CORPORATE AVE.
CYPRESS CA 90630

Policy Period: From 02/21/16 To 02/21/17 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: CBIA INC/PHS
Code: 750118

Previous Policy Number: 33 SBA GC4358

Named Insured is: CORPORATION

Audit Period: ANNUAL

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$11,517

IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

Countersigned by *Susan S. Castaneda*
Authorized Representative

12/09/15
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 33 SBA GC4358

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

5696 CORPORATE AVE
CYPRESS CA 90630

Description of Business:

Internet Access & Service Provider

Deductible: \$ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 109,600

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 5,000

LOSS PAYEE: 'A' APPLIES
LOSS PAYEE: 'B' APPLIES

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 33 SBA GC4358

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

**PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE
TO THIS LOCATION**

**SUPER STRETCH FOR TECHNOLOGY AND
SOFTWARE SERVICES: FORM SS 40 61
THIS FORM INCLUDES MANY ADDITIONAL
COVERAGES AND EXTENSIONS OF
COVERAGES. A SUMMARY OF THE
COVERAGE LIMITS IS ATTACHED.**

**LIMITED FUNGI, BACTERIA OR VIRUS \$ 50,000
COVERAGE:
FORM SS 40 93
THIS IS THE MAXIMUM AMOUNT OF
INSURANCE FOR THIS COVERAGE,
SUBJECT TO ALL PROPERTY LIMITS
FOUND ELSEWHERE ON THIS
DECLARATION.
INCLUDING BUSINESS INCOME AND EXTRA
EXPENSE COVERAGE FOR: 30 DAYS**

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SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 33 SBA GC4358

**PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE
TO ALL LOCATIONS**

ACTUAL LOSS SUSTAINED BUSINESS INCOME & EXTRA EXPENSE - SPECIFIED LIMIT COVERAGE: FORM SS 40 60	\$ 2,149,875
EMPLOYEE DISHONESTY: FORM SS 04 42 DEDUCTIBLE: \$ 100 EACH OCCURRENCE	\$ 75,000
EQUIPMENT BREAKDOWN COVERAGE COVERAGE FOR DIRECT PHYSICAL LOSS DUE TO: MECHANICAL BREAKDOWN, ARTIFICIALLY GENERATED CURRENT AND STEAM EXPLOSION	
THIS ADDITIONAL COVERAGE INCLUDES THE FOLLOWING EXTENSIONS	
HAZARDOUS SUBSTANCES	\$ 50,000
EXPEDITING EXPENSES	\$ 50,000
MECHANICAL BREAKDOWN COVERAGE ONLY APPLIES WHEN BUILDING OR BUSINESS PERSONAL PROPERTY IS SELECTED ON THE POLICY	
IDENTITY RECOVERY COVERAGE FORM SS 41 12	\$ 15,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 33 SBA GC4358

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$2,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$2,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$4,000,000
GENERAL AGGREGATE	\$4,000,000

**BUSINESS LIABILITY OPTIONAL
COVERAGES**

**UMBRELLA LIABILITY - SEE
SCHEDULE ATTACHED**

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 33 SBA GC4358

BUSINESS LIABILITY OPTIONAL COVERAGES
(Continued)

LIMITS OF INSURANCE

WAIVER OF SUBROGATION:

FORM SS 12 15

LOCATION: 001 BUILDING: 001

SEE FORM IH 12 00

TECHNOLOGY SERVICES COVERAGE -

LIMITED: FORM SS 40 59

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 33 SBA GC4358

ADDITIONAL INSUREDS: THE FOLLOWING ARE ADDITIONAL INSUREDS FOR BUSINESS LIABILITY COVERAGE IN THIS POLICY.

LOCATION 001 BUILDING 001
TYPE MANAGER LESSOR
NAME SEE FORM IH 12 00
TYPE PERSON ORGANIZATION
NAME SEE FORM IH 12 00
TYPE OWNER, LESSEES OR CONTRACTORS
NAME SEE FORM IH 12 00

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 33 SBA GC4358

LOSS PAYEE 'A':
FORM SS 12 12

CITY OF SIMI VALLEY
ATIMA
2929 TAPO CANYON RD.
SIMI VALLEY, CA. 93063
BUSINESS PERSONAL PROPERTY

PROPERTY:

LOSS PAYEE 'B':
FORM SS 12 12

KEY EQUIPMENT FINANCE
C/O INSURANCE CENTER
P O BOX 3886
BELLEVUE, WA. 98009
BUSINESS PERSONAL PROPERTY

PROPERTY:

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 10 08	SS 00 07 07 05	SS 00 08 04 05
SS 00 38 04 04	SS 00 45 12 06	SS 00 60 09 15	SS 00 61 09 15
SS 41 70 06 11	SS 41 71 06 11	SS 01 21 06 14	SS 04 19 04 09
SS 04 22 07 05	SS 04 24 10 09	SS 04 26 03 00	SS 04 27 10 09
SS 04 30 07 05	SS 04 39 07 05	SS 04 41 04 09	SS 04 42 09 07
SS 04 44 07 05	SS 04 45 07 05	SS 04 46 09 14	SS 04 47 04 09
SS 04 78 07 05	SS 04 80 03 00	SS 04 86 03 00	SS 40 18 07 05
SS 40 59 10 08	SS 40 60 10 12	SS 40 61 09 07	SS 40 93 07 05
SS 41 12 12 07	SS 41 51 10 09	SS 41 63 06 11	IH 10 01 09 86
SS 05 18 07 92	SS 05 47 09 15	SS 50 50 12 01	SS 12 12 03 92
SS 12 15 03 00	SS 50 19 01 15	SS 02 69 03 14	IH 99 40 04 09
IH 99 41 04 09	SX 80 01 06 97	SS 38 25 12 07	SS 83 76 01 15
SS 84 53 09 07	SS 12 23 06 11		

IH 12 00 11 85 ADDITIONAL INSURED - PERSON-ORGANIZATION
IH 12 00 11 85 WAIVER OF SUBROGATION
IH 12 00 11 85 ADDITIONAL INSURED - MANAGER/LESSOR
IH 12 00 11 85 ADDITIONAL INSURED - OWNER, LESSEES OR CONTRACTOR
IH 12 00 11 85 ADDITIONAL NAMED INSURED FOR EMPLOYEE
DISHONESTY/ERISA COVERAGE
IH 12 00 11 85 30 DAY NOTICE OF CANCELLATION

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 33 SBA GC4358

SUPPLEMENTAL DECLARATIONS:

A service fee of \$ 7.00 is charged for each installment when your premium is paid in installments. The service fee is \$ 5.00 per withdrawal when you select an electronic fund transfer payment plan. The service fee will be added to the premium amount shown on your premium billing statement.

Form SS 00 45 12 06

Process Date: 12/09/15

Policy Expiration Date: 02/21/17

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Select Customer Insurance Center

8711 UNIVERSITY EAST DRIVE

CHARLOTTE NC 28213

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (877) 853-2582

**INSURANCE ENDORSEMENT
ATTACHED**

***** PLEASE REVIEW THE CHANGE *****

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (877) 853-2582 between 7 A.M. and 7 P.M. CST .

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

CBIA INC/PHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER

The Hartford
Hartford Fire Insurance Company and its Affiliates
One Hartford Plaza, Hartford, Connecticut 06155

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS CHANGE ENDORSEMENT

POLICY NUMBER: 33 UEC FU6839 DV
CHANGE NUMBER: 003A



This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below. (Premium adjustment, if any, for the addition, deletion or other change described in this endorsement is shown in the Premium Column below.)

Effective Date: 08/12/16

Named Insured: INTELLI-FLEX INC.

Producer's Name: CBIA INC/PHS

Pro Rata Factor: .529

Description of Change:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

HARTFORD ACCIDENT AND INDEMNITY COMPANY

NO CHANGE IN PREMIUM

CA2048(S) IS/ARE ADDED. THE FOLLOWING CA2048 SEQUENCE NO(S) APPLY:
01

FORMS ADDED

CA20481013

Countersigned by
(Where required by law)

Suean B. Castaneda
Authorized Representative

08/12/16
Date

POLICY NUMBER: 33 UEC FU6839
CHANGE NUMBER: 003A

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

RISK MANAGEMENT
CITY OF CARSON
PO BOX 6234
CARSON, CA 90749

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



Select Customer Insurance Center

8711 UNIVERSITY EAST DRIVE

CHARLOTTE NC 28213

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730

**INSURANCE ENDORSEMENT
ATTACHED**

***** PLEASE REVIEW THE CHANGE *****

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730 between 7 A.M. and 7 P.M. CST .

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

CBIA INC/PHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER

The Hartford
Hartford Fire Insurance Company and its Affiliates
One Hartford Plaza, Hartford, Connecticut 06185

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 33 SBA GC4358 DV

Named Insured and Mailing Address; INTELLI-FLEX INC.

5696 CORPORATE AVE.
CYPRESS CA 90630

Policy Change Effective Date: 08/12/16

Effective hour is the same as stated in the
Declarations Page of the Policy.

Policy Change Number: 002

Agent Name: CBIA INC/PHS

Code: 750118

POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 0.529

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 08/12/16

Page 001

Policy Effective Date: 02/21/16
Policy Expiration Date: 02/21/17

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POLICY NUMBER: 33 SBA GC4358



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOS ANGELES DEPARTMENT OF WATER AND
POWER RISK MANAGEMENT SECTION
P.O. BOX 51111, RM 465
LOS ANGELES, CA 90051-0100

CITY OF SIMI VALLEY
2929 TAPO CANYON RD.
SIMI VALLEY, CA 93063

DIGITAL NETWORKS GROUP, INC.
100 COLUMBIA STE 100
ALISO VIEJO, CA 92656
WATT FAMILY PROPERTIES DBA
WATT MANAGEMENT COMPANY
1875/1925 CENTURY PARK EAST COMPANY
TEACHER'S INSURANCE AND ANNUITY ASSOCIATION
LOS ANGELES, CA 90067

ACRCY LLC AND ACCURIDE INTERNATIONAL INC
ATTN: PROPERTY MANAGEMENT
12311 SHOEMAKER AVE
SANTE FE SPRINGS, CA 90670

CITY OF FONTANA
8353 SIERRA AVENUE
FONTANA, CA 92335

CBEYOND
320 INTERSTATE NORTH PARKWAY STE 300
ATLANTA, GA 30339

ACCURIDE INTERNATIONAL INC.
12311 SHOEMAKER AVE.
SANTA FE SPRINGS, CA 90670

THE CITY OF SIMI VALLEY AND ITS RESPECTIVE BOARDS, DISTRICTS,
OFFICERS, AGENTS AND EMPLOYEES
2929 TAPO CANYON RD
SIMI VALLEY, CA, 93063

Form IH 12 00 11 85 T SEQ. NO. 001 Printed in U.S.A. Page 001 (CONTINUED ON NEXT PAGE)
Process Date: 08/12/16 Expiration Date: 02/21/17

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POLICY NUMBER: 33 SBA GC4358



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

PACIFIC CORPORATE TOWERS LLC
CS RICHARD ELLIS INC
BLACKROCK REALTY ADVISORS INC.
EL SEGUNDO, CA 90245 STE 650

THE CITY OF LONG BEACH, ITS OFFICIALS, EMPLOYEES AND AGENTS
330 W OCEAN BLVD FL 12
LONG BEACH, CA 90802

NORWALK-LA MARADA UNIFIED SCHOOL DISTRICT
12820 PIONEER BLVD
NORWALK CA 90650

COUNTY OF LOS ANGELES
1100 N EASTERN AVE
LOS ANGELES, CA 90063

COUNTY OF KERN PURCHASING
1115 TRUXTON AVE
BAKERSFIELD CA 93301

THE CITY OF SAN LUIS OBISPO, ITS OFFICERS, OFFICIALS, EMPLOYEES,
AGENTS AND VOLUNTEERS
990 PALM ST
SAN LUIS OBISPO, CA 93401

LOC 001 BLDG 001
CUSHMAN & WAKEFIELD OF CALIFORNIA, UNITED TEACHERS OF LOS ANGELES
AND FRANK D. EACHERS OF LOS ANGELES
LANTERMAN REGIONAL CENTER
3303 WILSHIRE BLVD., SUITE 450
LOS ANGELES, CA 90010 USA

COUNTY OF LOS ANGELES, ITS SPECIAL DISTRICTS, ELECTED OFFICIALS,

Form IH 12 00 11 85 T SEQ. NO. 001 Printed in U.S.A. Page 002 (CONTINUED ON NEXT PAGE)
Process Date: 08/12/16 Expiration Date: 02/21/17

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POLICY NUMBER: 33 SBA GC4358



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS
9150 E IMPERIAL HIGHWAY MS46
DOWNEY, CA 90242

LPC TRANSIT MANAGEMENT, LLC
2606 E KATELLA AVE STE 200
ANAHEIM, CA 92806

RE. PROJECT/LOCATION OF COVERED OPERATIONS
ARTIC -- LPC TRANSIT MANAGEMENT, LLC
LINCOLN PROPERTY COMPANY COMMERCIAL, INC,
LPC WEST, LLC
CITY OF ANAHEIM AND ALL RELATED INTERESTS AS ADDITIONALLY INSURED
ON THE POLICY.
LOC 001 BLDG 001

RISK MANAGEMENT
CITY OF CARSON
PO BOX 6234
CARSON, CA 90749