

Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

CHRIS MOUNT
Chief Procurement Officer

January 26, 2024

Email: chenry@birdi-inc.com

BIRDI SYSTEMS, INC.
723 East Green Street
Pasadena, CA 91101

NOTICE OF AWARD

RFQ / Contract No: R-24017 / 2430006
SAP Contract No.: 4400012685
Project: JOB ORDER CONTRACTING
Project Description: ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA)
CATEGORY A – CLOSED CIRCUIT TELEVISION (CCTV) AND
INTRUSION ALARM SYSTEMS INSTALLATIONS
Contract Amount: \$500,000 (BID ADJUSTMENT FACTOR 1.2300)
Contract Duration: 365 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on **January 26, 2024** hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

The Gordian Group will be contacting you shortly to provide training and access in the eGordian© web-based application used in the JOC Program. If you have any questions regarding this eGordian application, please contact Farhan Karimi at (310) 228-0082.

If you should have any questions regarding award of contract, please send email to xochitl.vargas@lausd.net or call me at 213-241-3102 (desk)

Sincerely,

DocuSigned by:

129B826B483F4A2...

Xochitl Vargas
Contract Administration Analyst

C. Mount
B. White
K. Kennedy
A. Tiongco

C. Pettus, Prequal
WTW (OCIP)
R. Lim, FPPS
E. Tran, PSA
C. Curiel, Prequal

B. Rios, A/P
J. Gomez
F. Karimi

INTER-OFFICE CORRESPONDENCE
Los Angeles Unified School District

TO: Beverly White
Contract Administration Manager

DS
BWC

DATE: January 26, 2024

FROM: Xochitl Vargas
Contract Administration Analyst

SUBJECT: RECOMMENDATION TO AWARD CONTRACT NO.: 2430006

The following Contract is recommended for award.

CONTRACT NAME: JOB ORDER CONTRACT / RFQ / Bid No. R-24017
CONTRACT DESCRIPTION: ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA)
Category A – Closed Circuit Television (CCTV) and Intrusion Alarms
Systems Installations.

The contract amount is \$25,000.00 - \$500,000.00. The contract period is 365 calendar days. BIRDI SYSTEMS, INC. is one of the successful bidders.

All bid documentation and other supporting correspondence required to date have been reviewed in determining that the referenced contractor is one of the qualified and pre-qualified bidders on this Project.

The construction contract will be encumbered from the accounts listed below, provided by Program Controls:

ACCOUNTING LINES				
SCHOOL NAME AND PROJECT NO.	DOLLAR AMOUNTS	PROJECT WBS (123)	FUNCTIONAL AREA	GL ACCOUNT
CONTRACT 2430006 RFQ / Bid NO. R-24017	\$25,000.00	F-306022-215-9010	0000-8500-14742	580005
Contract Amount (Base bid Only)	\$			

Contract Contingency (5% of total Contract Amount)	DOLLAR AMOUNTS	PROJECT WBS (123)	FUNCTIONAL AREA	GL ACCOUNT
	N/A			
Contingency Amount	N/A			
Total Amount Required to Award Contract:	N/A			

✖ Recommendation to Award
prepared by:

DocuSigned by:
Xochitl Vargas
129B826B483F4A2...

Xochitl Vargas, Contract Administrator

1/26/2024

(Signature/date)

Beverly White
Recommendation to Award Contract No. 2430006 – Information Technology Services (ITS)
JOC – Electrical and Low Voltage Contracting Services
**Category A – CLOSED CIRCUIT TELEVISION (CCTV) AND
INTRUSION ALARMS SYSTEMS INSTALLATIONS.**
BIRDI SYSTEMS, INC. (805310)

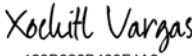

For Use by Job Order Contracting Unit (Central Office only):

DATE RFQ WAS ADVERTISED	10/10/2023 & 10/17/2023	PUBLICATIONS USED TO ADVERTISE RFQ	
DATE OF LAST DUE DILIGENCE	N/A	Los Angeles Daily Journal 10/10/2023 and 10/17/2023	
DATE OF D&B	01/18/2024	e-Bidboard 10/11/2023	
OCIP ENROLLMENT DATE	01/26/2024	One (1) Trade Publication for Advertisement via dodge.docs@construction.com 10/11/2023	
CONTRACTOR PRE-QUALIFIED AT RFQ/BID DUE DATE	YES		
PREQUALIFICATION EFFECTIVE DATE	01/13/2023		
PREQUALIFICATION EXPIRATION DATE	01/12/2025		
AMOUNT OF PREQUAL	\$25,000,000		
BID RELEASE DATE	12/07/2023		
BID SUBMITTAL DATE	01/05/2024		
DOLLAR VALUE OF AWARD	\$500,000		
TOTAL NUMBER OF BIDDERS	7		
		DUE DILIGENCE INDICATORS	
		CONTRACTOR PERFORMANCE SCORE	94.3
		EMR	0.75

ADDITIONAL STEPS, IF NECESSARY TO DETERMINE RESPONSIVENESS

The District is awarding a contract from RFQ / BID R-24017.
BIRDI SYSTEMS, INC. is the qualified and prequalified bidder and is being awarded JOC Master Contract **2430006**.
All bid documentation and other supporting correspondence required to date have been reviewed.

Funding Pre-Encumbrance, Bonds, OCIP, Insurance, and Completion of Contract Requirements have been verified by:

	DocuSigned by:  129B826B483F4A2...	1/26/2024
Xochitl Vargas, Contract Administrator	Signature	Date
	DocuSigned by:  D1EFEC8FCD0843B...	1/26/2024
Approved by: Chief Procurement Officer or Designee	Signature	Date

Delegated Authority: Up to \$1,000,000, Gayane Stepanyan's signature is required; Over \$1,000,000 and up to 2,500,000, Beverly White's signature required.

c: RCD
OAR
File

From: [Thomas, Cheri](#)
To: [Vargas, Xochitl](#); [Curiel, Consuelo](#)
Subject: RE: EMR's needed for R-24017
Date: Wednesday, January 17, 2024 1:21:35 PM
Attachments: [image001.png](#)
[image002.png](#)

Hi Xochitl,

Attached below please find the EMR's as requested. Contelligence pdf's have been added to the contractor files for future reference if necessary.



LAUSD
UNIFIED

Procurement Services Division
Facilities Contracts

Cheri L. Thomas
333 South Beaudry Avenue, 28th Floor
Los Angeles, CA 90017
(213) 241-3064 – Cubicle 28-118-01
Email: cheri.l.thomas@lausd.net

Credo: We are a Team. We work with one another collaboratively and are empowered to do our jobs to the highest level and standards. We provide best in class customer service and meet or exceed industry standards.

From: Vargas, Xochitl <xochitl.vargas@lausd.net>
Sent: Wednesday, January 17, 2024 1:14 PM
To: Curiel, Consuelo <consuelo.curiel@lausd.net>
Cc: Thomas, Cheri <cheri.l.thomas@lausd.net>
Subject: EMR's needed for R-24017

Good afternoon CC,

I need the EMR's for the following contractors to input into their Recommendation to Award (RTA) memos:

Contractor	License#	EMR
Birdi Systems, Inc.	980383	0.75
Advanced Cable Solutions, Inc.	930210	0.97
Alternate Power & Construction, Inc.	958181	0.86
Reyes Electrical Contractor, Inc.	494277	0.78
First Fire Systems, Inc.	541227	0.92
Telenet VoIP, Inc.	647808	0.71
Johnson Controls, Inc.	22445	0.85

DOCUMENT 00 4100

Bidder Name: Birdi Systems, Inc.**BID AND ACCEPTANCE FORM****Category A (Closed-circuit television (CCTV) and Intrusion alarm systems installation)**

1.01 BID SUBMISSION INSTRUCTIONS

- A. Submit this form along with the Required Bid Forms as outlined on Section 00 2113 and Section 00 4113, **“sealed” in an envelope** showing (1) Bidder’s State Contractor License Name, (2) the RFQ Number, (3) Description of the Work [i.e. Job Order Contract – Electrical and Low Voltage Contracting Services] and (4) the Bid Opening Date and Time; and deposit the sealed bid at the location below. **E-mail submittals will be accepted in addition to hard copy being delivered to the address below by the bid due date.**

**Los Angeles Unified School District (LAUSD/District)
Procurement Services Division - Job Order Contracting (JOC) Unit
333 South Beaudry Avenue, 28th Floor
Cubicle No. 28-136-5
Los Angeles, CA 90017 (DEPOSIT BIDS IN THE DROP BOX AT LAUSD HEADQUARTERS)**

- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.

1.02 BID SUBMITTAL DUE DATE: **No later than 3:00 PM, January 5, 2024**

1.03 PROJECT IDENTIFICATION:

- A. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for **JOB ORDER CONTRACTING FOR ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES FOR ALL WORK HOURS (WEEKDAYS, WEEKENDS & HOLIDAYS) RFQ/BID NO. R-24017 (DISTRICT-WIDE)** in strict conformity with the Bidding Documents prepared by LAUSD - Procurement Services Division.

1.04 Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number Number Number Number Number
1 2 3 _____

1.05 BID ADJUSTMENT FACTOR(S)

- A. Adjustment Factor. The Contractor bids one (1) Bid Adjustment Factor that will be applied against the prices set forth in the Construction Task Catalog® (CTC). This Bid Adjustment Factor will be used to price out fixed price work orders by multiplying the Bid Adjustment Factor by the Unit Prices and quantities.
- B. Base Period (12 months from Notice of Contract award or expenditure of the **\$500,000** Maximum Contract Value, whichever occurs first)

Adjustment Factor - Unit work requirements to be performed for all Work Hours (Weekdays, Weekends and Holidays), for Projects as ordered by the OWNER in individual Job Orders against the contract.

1.

1

 .

2

3

0

0

Utilize four decimal places. Use conventional rounding.

JOB ORDER CONTRACT
ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES
RFQ/BID NO. R-24017

RELEASED 10/11/2023
BID AND ACCEPTANCE FORM
00 4100-1

1.06 Cost of Non Pre-Priced Task

Non Pre-priced tasks, if any, shall be separately identified and submitted in the proposal. Information submitted in support of Non Pre-priced tasks shall include, but not be limited to, the following:

1. Complete Specifications and technical data, including task content, support drawings, task cost data, quality control and inspection requirements.
2. Work schedule.
3. Costing data shall include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the requirements. Unless otherwise directed by LAUSD, costing data will be submitted demonstrating that the Contractor sought and received three quotes. The Contractor shall provide an installed Unit Price (or demolition price if appropriate) that shall include all costs required to accomplish the Non Pre-priced task.
4. The final price submitted for Non Pre-priced tasks shall be according to the following formula:

$$\text{COST OF NON PRE-PRICED TASK} = A + B + C + D$$

Contractor Performed Duties

A = Direct labor cost and fringe benefits per prevailing wage rates

B = Direct material costs (supported by quotes)

C = Direct equipment costs (supported by equipment amortization data)

D = Allowable profit and overhead (this includes Worker's Compensation insurance) Total Cost of Non Pre-Priced Task = (A + B + C) x 10%

Subcontractor Performed Duties

E = Cost of Subcontractors to Contractor (supported by quotes)

Total Cost of Non Pre-Priced Task = E x 10%

5. The Contractor shall break down any Non Pre-priced items if the labor, material or equipment required to accomplish the Non Pre-priced task can be used out of the Construction Task Catalog® (CTC) at a Pre-priced rate times the Bidder's Adjustment Factor. Whether the Work requirement is Pre-priced or Non Pre-priced is a final determination by LAUSD, binding and conclusive on the Contractor.
6. Following approval by LAUSD of a Non Pre-priced task and Unit Price, the Non Pre-priced task Unit Price will be entered into the computer database.
7. The total extended price for the Non Pre-priced task will be determined by multiplying the Unit Price by the quantity required. The price offered in the proposal will be determined by multiplying the total extended price by an Adjustment Factor of 1.1000.
8. After a Non Pre-priced task is used on three separate Job Orders, the Unit Price for such task will be established, following approval by the District, and fixed as a permanent pre-priced task that will no longer require price justification. Any changes made to the CTC will be incorporated via amendment to the master JOC contract.
9. LAUSD determination as to whether an item is a Pre-priced task or a Non Pre-priced task shall be final, binding and conclusive as to the Contractor.

- 1.07 The Bid Adjustment Factor includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.

1.08 BASIS OF AWARD OF CONTRACT:

- A. Pursuant to Public Contract Code (PCC) 20919 et seq., the District may award multiple Job Order Contracts to the most qualified and prequalified bidder based on the pre-established criteria set forth under the RFQ.
- B. OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

Article 1 - Scope of Work

The CONTRACTOR shall perform, within the time stipulated in the Contract Documents, all of which are incorporated herein and shall provide all labor, materials, equipment, tools, utility services, transportation and everything else necessary to complete in a workmanlike manner, and in exact compliance with the terms of the Contract Documents, all of the Work required in connection with this Contract.

Article 2 - Time for Completion

The Term of the Contract shall commence on the date stated in the OWNER Notice of Award. The Base Period of the Contract shall be 365 calendar days or the expenditure of the Maximum Contract Value whichever occurs first. The time period for individual Job Orders will be determined for each Job Order Notice to Proceed.

1.09 TIME IS OF THE ESSENCE.

Article 3 - Hold Harmless, Defense and Indemnification

To the fullest extent permitted by law, the CONTRACTOR, even if it is without fault itself, shall indemnify, defend and hold harmless the OWNER, the Board, the OCIP Administrator, and its and their respective officers, employees, program administrators, representatives, agents and consultants, from every liability, claim, loss, cause of action, action, demand, penalty, cost, expense (including without limitation, attorneys' fees) related to or arising from:

1. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with the Work;
2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or any person, firm, or corporation, directly or indirectly employed by it upon or in connection with the Work, whether the injury or damage occurs upon or adjacent to the Work;
3. The furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance under the Contract Documents; and
4. As otherwise provided in the Contract Documents.

The CONTRACTOR at its own cost, expense, and risk, shall defend all legal proceedings that may be brought against all such potential indemnities for any such liability, claim, loss, cause of action, action, demand, penalty, cost and expense, and satisfy any resulting judgment that may be rendered against any of them whether or not the liability, claim, loss, cause of action, action, demand, penalty, cost and expense (including without limitation, attorneys' fees) was actually or allegedly caused wholly or in part through the negligence or other tortious conduct of any of them. OWNER shall have the right to approve counsel proposed for any such defense and shall be consulted with regard to any proposed settlement. This Article 3 is not meant to require the CONTRACTOR to defend, indemnify or hold harmless the potential indemnities from their own active negligence, such as is prohibited by Civil Code Section 2782.

Article 4 - Insurance

The OWNER maintains an Owner Controlled Insurance Program (OCIP). The specific provisions of that program are set forth in the General Conditions. CONTRACTOR will provide its own insurance coverage as to all types of insurance not provided for in the program and relevant to the Project in amounts of coverage and by carriers approved by the OWNER.

Article 5 - Bonding

If the amount of original award of the Contract exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), the CONTRACTOR shall furnish to the OWNER a Payment Bond (Material and Labor). CONTRACTOR shall also provide a Faithful Performance Bond. Both Bonds shall be for 100% of the Maximum Contract Value and contain the terms and conditions required by Articles 5.17 through 5.18 of the General Conditions. The CONTRACTOR is also required to submit all other bonds as required by the Contract Documents.

Article 6 - Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted and the Contract Documents shall be read and enforced as though it were included in the Contract Documents. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

BID DATE: January 5th, 2024

By Birdi Systems, Inc.
(Firm Name as it appears on Contractor's State License)

[Signature]
(Signature of authorized person to sign bid)



Print Name: Garry Wood

Business Address: 723 E Green St

Pasadena, CA 91101

Contractor License No.: 980383

Phone No. (213) 550-4250

Email Address: mbirdi@birdi-inc.com, contracts@birdi-inc.com

FOR PROCUREMENT USE ONLY

Contract Number

2430006

Category A

☐

with Plans

☐

with Specs

1.10 ACCEPTANCE

This Contract is made and entered into on the date set forth on Page 4 of this Contract, by and between the Los Angeles Unified School District, by and through its Board of Education (hereinafter the "OWNER"), and

Birdi Systems, Inc.*{Name as it appears on Contractor's State License – to be filled in by OWNER / Facilities Contracts}*, a Corporation*{sole ownership, partnership, corporation, joint venture, or other}*

This Contract is for the purpose of constructing that Project identified as **JOB ORDER CONTRACTING FOR ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (RFQ NO. R-24017) FOR ALL WORK HOURS (Weekdays, Weekends and Holidays) (DISTRICT-WIDE)**. CONTRACTOR is the most qualified prequalified bidder in response to the Request for Qualifications (RFQ) issued by the OWNER pursuant to Public Contract Code 20919 and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.

The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the Adjustment Factor(s) as specified in the Bid Form.

Article 7 - Contract Value

The Contract is an indefinite-quantity contract for construction work and services. The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents the Minimum Contract Value of Twenty-five thousand dollars (\$25,000) to the Maximum Contract Value of **Five Hundred Thousand Dollars (\$500,000)**, to be determined by individual Job Orders, as provided in the Contract Documents.

The term of the Contract is one year or the expenditure of the Maximum Contract Value, whichever occurs first. Upon mutual consent, the Maximum Contract Value may be increased to a value not to exceed eight million, three hundred sixty-five thousand dollars (\$8,365,000) during the term of the Contract. The Bid Adjustment Factor (BAF) shall remain fixed for the term of the Contract.

It is understood and agreed that all applicable taxes are included in the Contract Value and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

Executed on 1/26/2024, at Los Angeles, California.

LOS ANGELES UNIFIED SCHOOL DISTRICT, PROCUREMENT SERVICES DIVISION

DocuSigned by:

Xochitl Vargas

By:

129B826B483F4A2...

Chief Procurement Officer or Designee

Print Name: xochitl vargas**BLUE INK SIGNATURE REQUESTED****FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM****SHALL RENDER THE BID NON-RESPONSIVE****END OF DOCUMENT**

JOB ORDER CONTRACT
ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES
RFQ/BID NO. R-24017

RELEASED 10/11/2023
BID AND ACCEPTANCE FORM
00 4100-5

DOCUMENT 00 4313

BID SECURITY FORM

Bond Number N/A

Great Midwest Insurance Company

Surety

Birdi Systems, Inc.

Bidder

BOARD OF EDUCATION OF THE CITY OF LOS ANGELES OWNER/Obligee

TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)..... Amount of Bond

Project Description: JOB ORDER CONTRACT FOR ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (R-24017) for Category A (Closed-circuit television (CCTV) and Intrusion alarm systems installation)

Bid Submittal Due Date: 01/05/2024

WHEREAS, the bidder is herewith submitting to OWNER the above described bid, which is attached hereto and made part thereof.

NOW, THEREFORE, the Surety and the bidder are firmly held and bound, jointly and severally, to OWNER in the amount set forth above, lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents.

If the bid or any part of the bid shall be accepted and a contract awarded to the bidder by OWNER, and if the bidder shall well, truly and fully perform all the terms, conditions, and obligations to be kept and performed on the part of the bidder, and shall within the required time enter into a written contract and shall furnish bond(s) as required by the Contract and Specifications, or the call for bids, or by law, with a surety acceptable to OWNER, then this obligation shall be void; otherwise it shall remain in full force and effect for a minimum period of 60 days from the date of the bid, or longer if required by law, or longer through mutual agreement of the OWNER and bidder.

This instrument and the amount of money set forth above shall be applied toward, but shall not be considered a limitation upon, any damages which may be sustained by OWNER if the bidder fails to execute a written contract, or fails to secure the necessary bond(s), or fails to comply with all the terms, conditions and obligations to be kept and performed on the part of the bidder.

The maximum amount of Surety's liability claimable and recoverable under this instrument shall be and hereby is expressly limited to the amount of money set forth above. In addition to the liability of the Surety under this bond, the Court shall award to the prevailing party in any suit brought on this bond reasonable attorneys' fees and costs, even if such amounts exceed the penal sum of this bond.

Dated this 2nd day of January 20 24

ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

Birdi Systems, Inc.

BIDDER

State of California

SS

County of Los AngelesOn 01/02/2024, before me,D. Feldman - Guzman, a Notary PublicBy (signed) Garry Wood, Vice President

Signature of Authorized Person

See Attached
Notarial Certificate

Great Midwest Insurance Company

SURETY

Personally appeared Canaan Hillery
Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Notary Seal)

By (signed) Canaan Hillery, Signature of Attorney-In-FactAddress 800 Gessner Road, Suite 600City, State Houston TX, 77024Telephone 818-599-7555

SEE ATTACHED ACKNOWLEDGMENT

Signature of Notary

ATTACH CERTIFIED COPY OF POWER OF ATTORNEY AND ALL-PURPOSE ACKNOWLEDGMENT.

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)

[If you do not submit a certified or cashier's check, failure to submit this form shall render your bid non-responsive]

END OF DOCUMENT

JOB ORDER CONTRACT
ELECTRICAL AND LOW VOLTAGE CONTRACTING
SERVICES RFQ/BID NO. R-24017
ADDENDUM NO. 2

RELEASED 10/11/2023
BID SECURITY FORM
00 4313-1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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)On 01/02/2024 before me, D. Feldman-Guzman, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Canaan Hillery
Name(s) of Signer(s)

who 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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid security form Document Date: 01/02/2024
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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**

On January 3, 2024 before me, Serena Amber Yun, Notary Public,
personally appeared

Conny Wood

who 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.

Serena Yun
Signature of Notary Public



-----OPTIONAL DATA FOR SECURITY -----

Name of Document: Bid Security Form

Document Date: 1-3-24

Number of Pages: 1

Number of Signatures Notarized (circle) (1) 2 3 4 Other: _____

Copyright 2023. Notary has permission to copy this form during the term of their commission.

Thumbprint

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POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Canaan Hillery

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



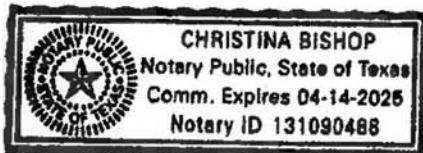
GREAT MIDWEST INSURANCE COMPANY

BY

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 2nd Day of January 2021



BY

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

DOCUMENT 00 4500

CERTIFICATION REQUIREMENTS

Category A (Closed-circuit television (CCTV) and Intrusion alarm systems installation)

1.01 GENERAL

Bidder Name: Birdi Systems, Inc.

- A. Bidder must comply and abide by the certification requirements contained herein by completing this document in its entirety and submitting with sealed bid.
- B. Failure to submit this document shall render the bid non-responsive.
- C. Bidder is advised that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR and the Los Angeles Unified School District's DIR-approved Labor Compliance Program.

1.02 ETHICS POLICY

- A. This certifies and confirms bidder is familiar with and in compliance with all provisions of the OWNER Ethics Policy including: 1) any employees, subcontractors or consultants, who, within the last three (3) years have been or are employees of the OWNER are disclosed below; 2) the bidder or its subcontractors have not compensated any former OWNER employee or consultant to influence any action on a matter pending with the OWNER, if that employee, within the last 12 months, held a OWNER position in which they personally and substantially participated in that matter; 3) the bidder or its subcontractors does not employ a former OWNER employee or consultant who, while serving in a OWNER position within the last two (2) years, substantially participated in the development of the bidding requirements, Specifications, or in any part of the contract's contracting process; 4) the bidder has not employed as a lobbyist any former OWNER employee who left the OWNER within the last 12 months; and 5) the bidder did not receive any confidential information in connection with the procurement.
- B. The bidder further certifies that set forth below are the names of all former Board of Education Members and employees it intends to employ in connection with the services to be performed by the contract, who have been Board of Education Members or employed by the OWNER **within the last three (3) years**.

(IF THIS SECTION DOES NOT APPLY, PLEASE INDICATE "NONE" OR "N/A" BELOW.)

Former Board of Education Members, Employees, Consultants, Subcontractors: **N/A**

- C. The OWNER Ethics Policy is available online through the following link:

<https://achieve.lausd.net/Page/14037>

- D. Bidder shall answer the questions below to determine its need to register under the OWNER's revamped Lobbying Disclosure Program.

1. Do you or others in your organization do the following: *(please check all that apply)*

☐ Attend or arrange meetings with OWNER officials in person or over the phone;

- ☐ Draft recommendations for OWNER officials to consider;
- ☐ Give gifts, meals, event tickets or other benefits to OWNER officials;
- ☐ Introduce or market your organization's products or services to OWNER officials;
- ☐ Provide advice or recommend a strategy to a client on OWNER matters;
- ☐ Seek support or opposition from a third party (e.g. the public) on OWNER matters;
- ☐ Send letters or write emails to OWNER officials in order to influence their decision-making; or
- ☐ Take any action to influence purchasing, contracting, policy, or other decisions under consideration by OWNER officials? (*Outside of the service requirements of a contract or written agreement with OWNER and outside of a specific OWNER-issued bid process*)

☒ **CHECK THIS BOX IF NONE OF THE ABOVE ARE APPLICABLE.**

If the bidder indicated that it performs one or more of the activities above, the bidder shall proceed to the question(s) below. If the bidder checked that none of the activities in question 1 are applicable, the bidder is to skip questions 2 and 3 and note the information for all prospective bidders provided after the instructions below.

2a. Does your organization perform these activities in-house (i.e. with internal staff) on its own behalf?

OR

2b. Does a client pay your organization to conduct these activities on *the client's* behalf?

If the bidder answered "yes" to question 2a, the bidder shall proceed directly to question 3. If the bidder answered "yes" to question 2b, the bidder shall skip question 3 and follow the instructions provided immediately after question 3.

3. Will your organization spend over \$10,000 this year performing these activities?

Use the grid below to estimate the total amount of money your organization as a whole expects to spend during the entire calendar year (Jan 1 – Dec 31) to conduct these activities.

Item	Total
Salaries, wages, and commissions for the people who conduct these activities	\$
Copies, publications, and other materials	\$
Transportation and meals	\$
Gifts, meals, and benefits for OWNER officials	\$
Media and advertisements	\$
Other expenses to support the selected activities	\$
Grand Total	\$

INSTRUCTIONS

If bidder answered "yes" to question 3 (or question 2b), the bidder apparently meets at least one registration trigger. Bidder is therefore required to visit <https://achieve.lausd.net/Page/14037> to access the OWNER's training materials and to register. Answers to various questions can be obtained either at the website referenced above or by calling the Ethics Office at 213-241-3330.

All prospective bidders on OWNER projects are advised of the following:

- Bidder should keep updated about the Lobbying Policy & Program by signing up on our mailing list. Bidder should visit <https://achieve.lausd.net/Page/14037> for more information.
- Even if the bidder does not hit the registration trigger now, bidder should keep a mental track of their organization's spending in order to be ready to register when necessary.
- Bidder should review who is lobbying the OWNER by visiting our website and clicking on "Lobbying Disclosure."

1.03 SWEAT-FREE PROCUREMENT POLICY

- A. The OWNER has established policies to restrict purchases to only those products and services that have been manufactured without the illegal use of sweatshop (including exploitive, “child”, “forced”, “convict”, and indentured”) labor. All sales/goods provided to the OWNER by the bidder and/or their subcontractor shall be in abidance with the OWNER’s official policy regarding “sweat-free” schools.
- B. The objective of this policy is specifically to discourage and prevent the use of any form of “exploitive labor” but not cause undue and unnecessary economic hardship for laborers. This policy targets those types of child labor that effects the mental, physical, and emotional developments of children such as those types of exploitive labor which fall under the broader category of “sweatshop labor”.
- C. The Sweat-Free Procurement Policy includes the following principle/requirements:
 - a. Safe and healthy working conditions
 - b. Prohibition of child labor
 - c. Disclosure of manufacturing plant locations
 - d. Verification and enforcement mechanisms
 - e. Compliance with applicable codes
 - f. Penalties for violations
 - g. Responsible bidder forms
 - h. Non-Poverty wage standard (domestic and international)
- D. For the purpose of establishing a non-poverty wage, the OWNER uses the definition of non-poverty wages as formulated by the Union of Needletrades, Industrial and Textile Employees (UNITE), utilizing the Department of Health and Human Services’ guidelines to determine non-poverty wages domestically. Internationally, the OWNER recognizes the World Bank’s Gross National Income Per Capita Purchasing Power Parity figures to determine comparable wages in other countries.
- E. The consequence for any violation by the bidder in the adherence to the aforementioned laws and /or provisions may result in action being taken by the OWNER against the bidder, which may include, but not limited to, contract cancellations, vendor defaults, and/or debarment.
- F. Bidder certifies that the products and services provided to the OWNER are manufactured in strict compliance with all applicable sweatshop, child and slave labor laws of this and all other countries of the products origin.
- G. This further certifies that the bidder and its subcontractors shall abide by all the provisions of the District’s Sweat-Free Procurement Policy as set forth in this section.

1.04 PREVAILING WAGES

- A. In compliance with provisions of the California Labor Code, all workers employed by bidder or any bidder subcontractor in the execution of Work shall be paid not less than the general prevailing rate of per diem wages, including payment for travel and subsistence; and not less than the general prevailing rate of per diem wages for holiday and overtime work, as determined by the California State Director of Industrial Relations for each craft, classification or type of worker needed to execute the Work (See Article 6.53, General Conditions).
- B. Copies of the prevailing rate of per diem wages are on file in the following OWNER Office and shall be made available to an interested party on request:

Los Angeles Unified School District
 Labor Compliance Program
 333 South Beaudry Avenue, 21st Floor
 Los Angeles, CA 90017
 (213) 241-4665

- C. Information on the prevailing rate of per diem wages and the OWNER Labor Compliance Program is available at the following link:

<http://www.laschools.org/new-site/labor-compliance/>
- D. Bidder certifies that it will submit the certified payroll records of Bidder and all subcontractors, of any tier, including Non-Performance payroll records, on a weekly basis to the OWNER Labor Compliance Program in the method provided by the OWNER Web-based Certified Payroll Reporting System.
- E. Bidder certifies that its bid amount includes funds sufficient to allow Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

1.05 PREQUALIFICATION

- A. To be considered for award, bidder must (i) abide by and comply with the OWNER Construction Safety Standards, including prime contractor, subcontractor and/or safety prequalification requirements for bidder and **all tiers of its subcontractors**, as applicable, before tendering the bid to OWNER, and (ii) enroll bidder prior to commencement of the Work, and all eligible subcontractors prior to commencement of their subcontracted Work, in the OWNER Controlled Insurance Program (OCIP) (See Article 5, General Conditions).
- B. This certifies and confirms that the bidder is in compliance with the OWNER's prime contractor prequalification and Asbestos and Lead Abatement Prequalification requirements at the time of bid. And that the **bidder has safety pre-qualified all tiers of subcontractors** (other than first-tier mechanical, electrical and plumbing subcontractors licensed pursuant to Section 7058 of the Business and Professions Code, specifically holding **C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses ("MEP subcontractors")** in accordance with OWNER safety prequalification requirements. If the bidder intends to contract with any MEP subcontractors to perform any such component work on the Project, this certifies that the bidder has selected MEP subcontractors in accordance with Document 00 1116 and Document 00 2113.

1.06 **PROJECT STABILIZATION AGREEMENT (PSA) - APPLIES TO ALL JOB ORDER CONTRACTS** **[Pursuant to Public Contract Code (PCC) 20919]**

- A. If the Work, or any portion thereof, under the Contract Documents is funded with Proposition BB funds and/or Measure K funds, and/or further Propositions and/or Measures enacted by Los Angeles Unified School District voters prior to September 30, 2013, then the Contract for the Project is subject to the Project Stabilization Agreement (PSA) as entered into between OWNER and the Los Angeles and Orange County Building and Construction Trades Council on May 12, 2003 (See Article 6.19.8 of the General Conditions).

The obligation to abide and be bound by the Project Stabilization Agreement shall extend to all construction and major rehabilitation work pursuant to prime multi-trade construction contracts that exceed \$175,000 and all prime specialty contracts that exceed \$20,000 as set forth in Article 2 of the Project Stabilization Agreement. Bidder shall require all subcontractors of whatever tier to become similarly bound for all their Work within the scope of the Project Stabilization Agreement by executing a certification or letter of assent in terms substantially identical to Attachment A-Letter of Assent of the Project Stabilization Agreement.

- B. This certifies and confirms bidder has read and agrees to abide by and be bound to the Project Stabilization Agreement as entered into between OWNER and Building Trades Council on May 12, 2003, and amended from time to time by the parties or interpreted pursuant to its terms thereof.

Bidder Name: Birdi Systems, Inc.
Category A

1.07 DEBARMENT, SUSPENSION, INELIGIBILITY FOR AWARD

A. By signing and submitting this document, bidder certifies:

Neither bidder nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;

[] Have, [✓] have not, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

B. If bidder answers "Have", a responsibility hearing may be held prior to award to determine the eligibility of bidder to remain qualified to bid and perform OWNER projects.

1.08 BIDDER CERTIFICATION

A. "The signature below binds bidder to all the above conditions and bidder certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

Executed on 12/27/2023, at Pasadena, California.

By: [Signature] Title: Vice President
Signature and Title of Bidder Representative

Print Name: Garry Wood

Certification shall be signed by bidder or an authorized representative of bidder.

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)
[FAILURE TO SUBMIT THIS FORM SHALL RENDER YOUR BID NON-RESPONSIVE]

END OF DOCUMENT

Category A (Closed-circuit television (CCTV) and Intrusion alarm systems installation)

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT**1.01 GENERAL**

- A. The following affidavit is required by Section 7106 of the California Public Contract Code.
- B. The Non-Collusion Affidavit shall be executed by bidder and submitted with bid.
- C. Failure to submit this affidavit, filled out and signed in its entirety, shall result in the bid being deemed non-responsive.

State of California
County of Los Angeles

Garry Wood

(Name of person signing bid)

, being first duly sworn, deposes and says that he or she

Vice President
(Title of Signer)

of

Birdi Systems, Inc.

(Name of Licensee Bidding)

is the party making the

foregoing bid, the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Bidder Name Birdi Systems, Inc.
Name as it appears on Contractor's State License

Check One:

IRS Employers Identification Number: 20-4293940Sole Ownership ☐

Contractor's State License: 980383 C-7, C-10
Number Classification(s)

Partnership ☐Corporation ☒Name of License Holder: Garry WoodOther ☐Expiration Date: 01/31/2025Address 723 E Green St Phone (213) 550-4250City Pasadena State CA Zip Code 91101 Fax (626) 226-5477

"The signature below binds bidder to all the stated conditions and bidder certifies under penalty of perjury under the laws of the State of California the foregoing is true and correct."

By Garry Wood
Print Name

Signature and Title

(Affidavit shall be signed by bidder or an authorized representative of bidder. Do not type or use rubber stamp.)

Dated this 27th day of December 20 23

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)
[FAILURE TO SUBMIT THIS FORM SHALL RENDER THE BID NON-RESPONSIVE]

END OF DOCUMENT

JOB ORDER CONTRACT
ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES
RFQ/BID NO. R-24017

RELEASED 10/11/2023
NON-COLLUSION AFFIDAVIT
00 4519-1

SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

Category A (Closed-circuit television (CCTV) and Intrusion alarm systems installation)

1.01 GENERAL

Bidder Name: Birdi Systems, Inc.

- A. In performance of Work, bidder is required to comply with the Subletting and Subcontracting Fair Practices Act as set forth in, but not limited to, Public Contract Code Sections 4100 et. seq. Violation of any provision of the Act shall subject the bidder to the penalties and other consequences prescribed in the Act.
- B. In compliance with Section 4104 of the Public Contract Code, bidder submits the following complete list of each subcontractor who will perform Work or labor or render service or specially fabricate and install a portion of the Work in an amount in excess of one-half of one percent of the total bid.
- C. Bidder shall list only one subcontractor for each portion of the Work. If the Project includes mechanical, electrical and plumbing (“MEP”) components that will be performed by first-tier MEP subcontractors, bidder must only use MEP subcontractors that are (i) licensed pursuant to Section 7058 of the Business and Professions Code, specifically holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses, and (ii) identified on the OWNER’s List of Prequalified Subcontractors at least five (5) business days prior to the date of bid on the Project.
- D. Bidder, by not listing a subcontractor for a certain portion of the Work, certifies bidder is qualified to perform and will perform said portion of Work itself.
- E. Certain penalties may be imposed for the subsequent employment of an unlisted subcontractor.
- F. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. <http://www.dir.ca.gov/>

<u>TYPE(S) OF WORK</u>	<u>NAME OF SUBCONTRACTOR(S)</u> (Firm Name as it appears on Contractor’s State License)	<u>LICENSE NO.</u>	<u>LOCATION OF BUSINESS</u> (CITY, STATE)

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)
[YOU MUST SUBMIT THIS FORM EVEN IF YOU DO NOT INTEND TO LIST SUBCONTRACTORS.
[FAILURE TO SUBMIT THIS FORM SHALL RENDER THE BID NON-RESPONSIVE]
END OF DOCUMENT

DOCUMENT 00 6113

PAYMENT BOND
(LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and Birdi Systems, Inc.

hereinafter called the CONTRACTOR, have entered into a Contract

dated _____

for R-24017 / 2430006 ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA) CATEGORY A - CLOSED CIRCUIT TELEVISION (CCTV) AND INTRUSION ALARM SYSTEMS INSTALLATIONSContract Amount \$500,000 (BID ADJUSTMENT FACTOR 1.2300)NOW, THEREFORE, the CONTRACTOR, as Principal, and the following named Surety, Great Midwest Insurance Company

are held and firmly bound to the OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

PAYMENT BOND

In an amount equal to One Hundred Percent (100%) of the above Maximum Contract Value. The condition of this obligation is that if the Contractor or his Subcontractors, fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the CONTRACTOR and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor that the surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

This bond is executed in accordance with the requirements of Section 3247 *et seq.* of the Civil Code and acts amendatory thereof; and shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of Section 3181 of the Civil Code and acts amendatory thereof, or to their assigns. This bond covers claims whether such claims arise before or after the date on which this bond is issued.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder shall in anywise affect its obligations on the above bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents.

Signed and sealed this 22nd day of January, 2024

CONTRACTOR/PRINCIPAL

Birdi Systems, Inc.

By [Signature]
Title Monider Birdi, PresidentSee Attached
Notarial CertificateSURETY
Great Midwest Insurance CompanyBy [Signature]
Canaan Hillery,

Attorney-in-Fact

Address 6442 Platt Ave #1840Telephone Number 818-599-7555Bond Number GM232152

The OWNER will obtain the following certification:

SEE ATTACHED ACKNOWLEDGMENT
CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE

I hereby certify:

1. That the Surety named above has been certified by the State Insurance Commissioner as an admitted Surety Insurer and that such authority is in full force and effect.
2. That there is on file in this office the financial statement of the surety for the period ending _____ showing capital and surplus not less than ten times the amount of the above Contract Value.

Dean C. Logan, County Clerk

Date _____ By _____ Deputy

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)
END OF DOCUMENTJOB ORDER CONTRACT
ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES
RFQ/BID NO. R-24017REVISED 01/05/2012
PAYMENT BOND (LABOR AND MATERIAL)
00 6113-1

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**

On January 22 2024 before me, Serena Amber Yun, Notary Public,
personally appeared

Maninder Birdi

who 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.

Serena Yun
Signature of Notary Public



-----OPTIONAL DATA FOR SECURITY -----

Name of Document: ~~1-22-24~~ Payroll Bond

Document Date: 1-22-24

Number of Pages: 1

Number of Signatures Notarized (circle): 1 2 3 4 Other: _____

Copyright 2023. Notary has permission to copy this form during the term of their commission.

Thumbprint

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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.

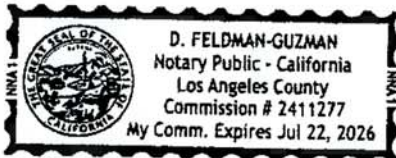
State of California)

County of Los Angeles)On 01/22/2024 before me, D. Feldman-Guzman, notary public,
Date Here Insert Name and Title of the Officerpersonally appeared Canaan Hillery
Name(s) of Signer(s)

who 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 _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Payment bond Document Date: 01/22/2024

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

DOCUMENT 00 6114**PERFORMANCE BOND**

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and Birdi Systems, Inc.

hereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety,

denominated as number 243006,

described as R-24017 / 243006 at ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA) CATEGORY A - CLOSED CIRCUIT TELEVISION (CCTV) AND INTRUSION ALARM SYSTEMS INSTALLATIONS

and is in the Maximum Contract Value of \$500,000 (BID ADJUSTMENT FACTOR 1.2300),

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and Great Midwest Insurance Company, as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of five hundred thousand Dollars (\$ 500,000.00), as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:

1. The condition of this obligation is that if the CONTRACTOR shall in a workmanlike manner promptly, competently, and faithfully perform the Work and all of the terms, conditions and provisions of the Contract, in strict conformity therewith, then this Bond shall be null and void; otherwise, this Bond shall remain in full force and effect.

2. In the event CONTRACTOR breaches the Contract and OWNER exercises its right to terminate CONTRACTOR's right to proceed with the Work, and subject to the terms of the Contract, OWNER shall notify CONTRACTOR and SURETY in writing, and SURETY shall promptly:

a. Arrange for CONTRACTOR, with consent of OWNER which OWNER may withhold in its sole discretion, to perform and complete the Contract; or

b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors, provided that OWNER either has prequalified such person or has no reasoned objection to such person performing the Work; or

c. Obtain bids or negotiated proposals from qualified contractors acceptable to and prequalified by OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with OWNER's concurrence, to be secured with Performance and Payment Bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to OWNER any excess of the amount of the completion contract over the remaining balance of the Maximum Contract Value; or

d. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and no later than thirty (30) days of SURETY's receipt of notice of termination from OWNER, or such longer period to which OWNER may agree:

(i) subject to a full reservation of all rights of OWNER, CONTRACTOR and SURETY, deny liability in whole or in part and notify OWNER in writing of the reasons and bases therefore; or

(ii) determine the amount for which SURETY may be liable to OWNER, and thereafter promptly tender payment thereof to OWNER.

During the period in which SURETY determines which of its options to pursue under this paragraph 2, OWNER may take such actions it determines are appropriate to perform the Work and/or protect the Project, and OWNER's costs and expenses of such efforts may be charged against the Contract balance.

3. In addition to any costs incurred in meeting its obligations pursuant to paragraph 2 above, SURETY shall pay OWNER any amounts due to Owner or for which Owner has become obligated in connection with the Contract arising from CONTRACTOR's failure to perform in accordance with the Contract, including any liquidated damages or other delay damages recoverable under the Contract; provided, however, that the aggregate liability of SURETY under this Bond, including under paragraph 2 and this paragraph 3, shall not exceed the amount of the Penal Sum as adjusted as provided in paragraph 7.

4. CONTRACTOR and SURETY agree that for purposes of exercising its rights under this Bond after Substantial Completion, OWNER may terminate CONTRACTOR's right to proceed, and call on SURETY to perform pursuant to this Bond, for CONTRACTOR's failure to perform Punch List work, warranty work or other items of work, which might not otherwise constitute a breach justifying termination of the Contract.

5. OWNER and SURETY shall cooperate with each other to assure prompt completion of the Contract, and, if SURETY exercises its option to proceed under subparagraphs 2a, 2b or 2c, Owner shall perform its obligations under the Contract with respect to any such completion contractor, including payment for work satisfactorily completed, in accordance with applicable law and the terms of the Contract except to the extent the Contract is modified by the OWNER and SURETY.

6. SURETY hereby stipulates and agrees that no adjustment to the Contract Value or Contract Time, nor any other alteration, addition and/or deletion to the terms of the Contract, or to the Work to be performed thereunder, shall in any way affect its obligations under this Bond, and SURETY waives notice of any such change, adjustment, alteration, addition or deletion to the terms of the Contract Documents.

7. The Penal Sum of this Bond shall automatically increase as the Contract Value increases; provided, however, the initial Penal Sum shall not increase more than fifteen percent (15%) absent written consent from the SURETY. SURETY's refusal to consent to such an increase in the Penal Sum shall not be a breach of this Bond.

8. SURETY shall be held and firmly bound by this Bond for any breach of CONTRACTOR's obligations, including any warranty of the Work, occurring within two (2) years of Substantial Completion of the entire Work. Any action on this Bond shall be commenced within three (3) years of the date of Substantial Completion.

9. OWNER may name SURETY and demand that SURETY participate in any arbitration authorized by the Contract, or SURETY may elect to intervene in any such arbitration as provided by law, in which case SURETY shall be bound by the arbitration award. If OWNER does not name SURETY or demand SURETY's participation in any arbitration, and SURETY does not elect to intervene, SURETY will not be bound by the arbitration award except to the extent the arbitration award determines CONTRACTOR'S obligations under the Contract and that determination is binding on SURETY under applicable law.

10. In case any suit, arbitration or other action is brought upon this Bond, reasonable attorneys' fees shall be awarded to the prevailing party, only the amount thereof being within the Court's or arbitrator's discretion.

11. Where they are used herein, the following terms that are specially defined in the Contract shall have the same meaning ascribed to them in the Contract: OWNER, CONTRACTOR, Contract, Work, Contract Documents, Contract Value, Contract Time, Day, Punch List, and Substantial Completion.

Signed and sealed this 22nd day of January 2024

See Attached
Notarial Certificate

CONTRACTOR/PRINCIPAL

Birdi Systems, Inc.

By Moninder Birdi Title President

Surety Name Great Midwest Insurance Company

Address of Surety 800 Gessner Rd Suite 600
Houston TX 77024

Telephone Number 713-935-4800

Bond Number GM232152

Attorney-in-Fact: Canaan Hillery

Address 6442 Platt Ave #1840

West Hills CA 91307

Telephone Number 818-599-7555



The OWNER will obtain the following certification:

CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE

I hereby certify:

1. That the Surety named above has been certified by the State Insurance Commissioner as an admitted Surety Insurer and that such authority is in full force and effect.
2. That there is on file in this office the financial statement of the surety for the period ending _____ showing capital and surplus not less than ten times the amount of the above Contract Value.

Dean C. Logan, County Clerk

Date _____

By _____

Deputy

#

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)
END OF DOCUMENT

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**

On January 22 2024 before me, Serena Amber Yun, Notary Public,
personally appeared

Maninda Birdi

who 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.

Serena Yun

Signature of Notary Public

**-----OPTIONAL DATA FOR SECURITY-----**

Name of Document: Performance Bond

Document Date: 1-22-24

Number of Pages: 1

Number of Signatures Notarized (circle): 1 2 3 4 Other: _____

Copyright 2023. Notary has permission to copy this form during the term of their commission.

Thumbprint

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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.

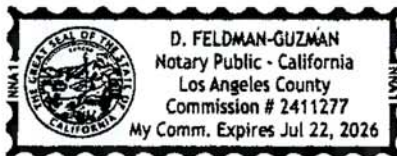
State of California)

County of Los Angeles)On 01/22/2024 before me, D. Feldman-Guzman, notary public,
Date Here Insert Name and Title of the Officerpersonally appeared Canaan Hillery
Name(s) of Signer(s)

who 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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance bond Document Date: 01/22/2024
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Canaan Hillery

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



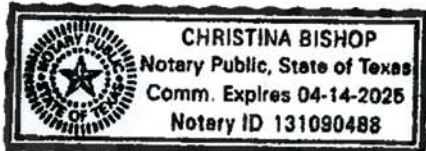
GREAT MIDWEST INSURANCE COMPANY

BY

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 22nd Day of January, 2024



BY

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

VERIFICATION OF BONDS

☐ Bond not verified

☒ Bond verified

Contractor Name: **BIRDI SYSTEMS, INC.**

RFQ# / CONTRACT NO.: R-24017 / 2430006

BOND NO.: GM232152 VENDOR NO.: 11508

Date Called	Name of Surety Co.	Date Bond Issued	Claims Address	Phone No.
01/26/2024	Great Midwest Insurance Company	01/22/2024	800 Gessner Road, Suite 600 Houston, TX 77024	818-599-7555
			Bond Verified by: Canaan Hillery	

VERIFIED BY: Xochitl Vargas 

Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

CHRIS MOUNT
Chief Procurement Officer

January 17, 2024

Email: chenry@birdi-inc.com

BIRDI SYSTEMS, INC.
723 East Green Street
Pasadena, CA 91101

NOTICE OF INTENT TO AWARD CONTRACT – REMAINING REQUIREMENTS

RFQ / Contract No. **R-24017 / 2430006**
Contract Type: **JOB ORDER CONTRACT**
Contract Description: **ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA)**
CATEGORY A – CLOSED CIRCUIT TELEVISION (CCTV) AND INTRUSION ALARM SYSTEMS INSTALLATIONS
Contract Amount: **\$500,000 (BID ADJUSTMENT FACTOR 1.2300)**
Contract Duration: **365 Calendar Days**

This is your notice that you were determined to be one of the qualified and prequalified bidders for the above-referenced project. It is the District's intent to award the contract provided that you comply with all further requirements. This notice **IS NOT AN AWARD OF THE CONTRACT**.

Within **five (5)** business days of this notice, by **January 23, 2023**, you shall furnish to the JOB ORDER CONTRACTING UNIT via email to xochitl.vargas@lausd.net, and hard copies delivered via express courier of your choice to 333 S. Beaudry Avenue, 28th Floor, 28-136-5, ATTN: XOCHITL VARGAS, the documents indicated below:

PLEASE EXECUTE AND RETURN ALL DOCUMENTS RECEIVED. FAILURE TO DO SO WILL RESULT IN THE FORFEITURE OF YOUR BID BOND.

NOTICE OF INTENT TO AWARD: REMAINING REQUIREMENTS

- X 1. Bonds – Executed by contractor, and by Attorney-in-Fact for surety. The bonds with acknowledgment attached must be executed by a surety who is an admitted insurer authorized to transact surety insurance in the State of California. It is NOT necessary for the contractor or surety to obtain the Los Angeles County Clerk's Office certification prior to returning the bond to PROCUREMENT SERVICES DIVISION – JOC UNIT.
- X 2. Original Certificate of Insurance (Document 00620), as indicated below, executed by an authorized representative of insurer:
- X Workers' Compensation
- X Comprehensive General Liability

- X Automobile Liability (Owned, hired, and non-owned)
- X Pollution Liability (includes Asbestos/Lead Abatement) endorsement

X 3. **ENROLLMENT REQUIREMENTS (OTHER THAN EXCLUDED CONTRACTORS):**

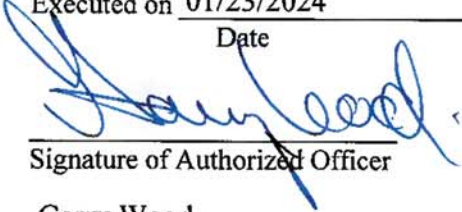
- Enrollment with the LAUSD Owner Controlled Insurance Program (OCIP) is REQUIRED. Please contact the Insurance Administrator, [Willis Towers Watson Insurance Services West, Inc.](#) at 415-955-0239, or via email at lausd.ocip@willistowerswatson.com. **IT IS YOUR RESPONSIBILITY TO ENROLL INTO THE OCIP. IT IS ALSO YOUR RESPONSIBILITY TO ENSURE OCIP ENROLLMENTS OF ALL ELIGIBLE LISTED SUBCONTRACTORS, AND TO PROVIDE ASSURANCE OF THEIR ENROLLMENT.** Note: All enrollments are to be completed on-line. Access will be granted once [Willis Towers Watson](#) has been notified of your awarded contract.
- **The current Insurance Manual is available from the LAUSD Facilities website at:** http://www.laschools.org/fcs/cc/pq/file-storage/?folder_id=1045824
 - **Requirements of an ENROLLED CONTRACTOR:** An OCIP enrollment packet will be sent to you by [Willis Towers Watson](#). It will include instructions for online access and enrollment. Please complete the enrollment ASAP to ensure your ability to start work in a timely fashion.
 - **Requirements of an EXCLUDED CONTRACTOR:** As an Excluded contractor, enrollment with the Owner Controlled Insurance Program (OCIP) is NOT REQUIRED. Please contact the Insurance Administrator at [Willis Towers Watson Insurance Services West, Inc](#) to obtain NOTIFICATION OF EXCLUSION from the Owner Controlled Insurance Program (OCIP) and for insurance requirements of Excluded contractors.

PROOF OF INSURANCE REQUIREMENTS FOR ENROLLED AND EXCLUDED CONTRACTORS:

- **Required from All contractors:** An original Certificate of Liability Insurance, executed by an authorized insurer. **Refer to JOC General Conditions, Section 00 7000, Article 5 (Insurance and Bonds), Items 5.5.1 – 5.5.4.**
- **Coverages should include:**
 - **General Liability**, including bodily injury and property damage
 - **Automobile Liability** (Owned, hired, and non-owned)
 - **Workers' Compensation & Employer's Liability Insurance**
 - **Contractor's Pollution Liability (CPL) - Excluded Contractors**
- **Enrolled Contractors** must provide evidence of Workers' Compensation, General Liability, and Excess/Umbrella Liability Insurance for **Off-Site activities** and Automotive Liability Insurance for both **On-Site and Off-Site** activities as specified in the contract. Prime contractors must provide their Certificate of Insurance to [Willis Towers Watson](#) upon enrollment. The certificates can be uploaded into [Wrap Portal](#) or emailed: lausd.ocip@willistowerswatson.com
- **Excluded Contractors** must provide evidence of Workers' Compensation, General Liability, Excess/Umbrella Liability, Automobile Liability and Contractors Pollution Liability (CPL) for all activities **including both On-Site and Off-Site** activities as per the insurance specifications in the contract. All Excluded contractors must provide their Certificate of Insurance to [Willis Tower](#)

Watson, upload it into [Wrap Portal](#), or emailed: to
lausd.ocip@willistowerswatson.com

- X 4. A signed **Letter of Assent** (Attachment A to the Project Stabilization Agreement (PSA)). A Letter of Assent must be executed and submitted by the prime contractor and all listed subcontractors to both Facilities Construction Contracts and Labor Compliance Department. Additionally, signed Letter(s) of Assent for subcontractors of all tiers that were not listed on Document 00440 must be submitted directly to Labor Compliance Department. **Facilities Construction Contracts will NOT award any contract until ALL Letter(s) of Assent for the Prime Contractor and the listed subcontractors have been received.** See Section 2.5(b) of the PSA. Make sure all appropriate information is included in the body of the letter (i.e., company name, LAUSD construction contract #, and school name(s) or project site(s)).
- X 5. I certify under penalty of perjury under the laws of the State of California that my firm and all Subcontractors employed by my firm are in compliance with all requirements as set forth in the bidding and contract documents for this project.
- X 6. I certify under penalty of perjury under the laws of the State of California that my firm is still prequalified with the District and is eligible for an award of this contract, and that the information we submitted as part of the prequalification process remains unchanged.

Executed on 01/23/2024, at Pasadena, California
Date City

Signature of Authorized Officer
Garry Wood Vice President
Print Name Title

Please sign and return this notice to JOB ORDER CONTRACTING.

If you should have any questions regarding award of contract, please send email to
xochitl.vargas@lausd.net.

Sincerely,



Xochitl Vargas
Contract Administration Analyst

c: WTW Insurance Services
Inspection Section
File



PASADENA | INGLEWOOD | SAN DIEGO | WASHINGTON, D.C. | JACKSONVILLE FL | DALLAS TX

Phone: (213) 550-4250 • Fax (626) 226-5477

www.birdi-inc.com

01/23/2024

ATTACHMENT A
LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Stabilization Agreement prior to commencing work.

Project Labor Coordinator
c/o The Los Angeles Unified School District 333 S.
Beaudry Avenue
Los Angeles, CA 90017

Re: Project Stabilization Agreement – New Construction, Major Modernization, and School Upgrade Funded by Measures K, R, Y, Q and RR – Letter of Assent

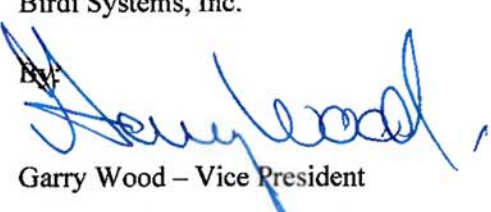
To Whom This May Concern:

This is to confirm that Birdi Systems, Inc. agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New Construction, Major Modernization, and School Upgrade Funded by Measures K, R, Y, Q and RR or other projects added to this Agreement effective January 1, 2024 as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to RFQ / Contract No. R-24017 / 2430006, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

Birdi Systems, Inc.

By:


Garry Wood – Vice President

Contractor's State License No: 980383

Project Name: Job Order Contract Electrical and Low Voltage Contracting Services

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consist with Article II, Section 2.5(b)].

INNOVATING THROUGH SYSTEMS ENGINEERING TO SOLVE AND SERVE

PROJECT MANAGEMENT • SYSTEMS ENGINEERING • SYSTEMS INTEGRATION • LOW VOLTAGE INSTALLATION • SOFTWARE DEVELOPMENT

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

Willis Towers Watson
300 South Grand Avenue, Suite 2000
Los Angeles, CA 90071

CONTACT NAME:

Irene Montes

PHONE (A/C, No, Ext):

(415) 955-0239

E-MAIL ADDRESS:

irene.montes@wtwco.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Starr Indemnity & Liability

38318

INSURER B: Starr Specialty Insurance Company

16109

INSURER C: Starr Indemnity & Liability Company

INSURER D: Endurance Risk Solutions Assurance Company

INSURER E: ACE Property & Casualty Insurance Co.

INSURER F: Ascot Specialty Insurance Company

COVERAGES		CERTIFICATE NUMBER: LAUSDV - 00001252				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			1000026031231	1/17/2024	5/1/2028	EACH OCCURRENCE	\$ 2,000,000				
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 0				
	<input type="checkbox"/>							MED EXP (Any one person)	\$ 0				
	GEN'L AGGREGATE LIMIT APPLIES PER:		Y	Y				PERSONAL & ADV INJURY	\$ 2,000,000				
	<input type="checkbox"/>	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 4,000,000				
	<input type="checkbox"/>	OTHER					PRODUCTS - COMP/ OP AGG	\$ 4,000,000					
	AUTOMOBILE LIABILITY								\$				
	<input type="checkbox"/>	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident)	\$					
	<input type="checkbox"/>	OWNED AUTOS ONLY					BODILY INJURY (Per person)	\$					
	<input type="checkbox"/>	HIRED AUTOS ONLY					BODILY INJURY (Per accident)	\$					
C	<input type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			1000588359231	1/17/2024	5/1/2028	PROPERTY DAMAGE (Per accident)	\$				
	<input checked="" type="checkbox"/>	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							\$				
	<input type="checkbox"/>	DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$ 10,000,000				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	Y				AGGREGATE	\$ 10,000,000				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							Prod-Comp/Ops					
B	<input type="checkbox"/>	Y / N <input type="checkbox"/>		900 0199706	1/17/2024	5/1/2024	<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				

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

The Named Insured is a participant in the LAUSD OCIP V and enrolled into the program for work performed on site under contract number 2430006 X X X X X. The coverage is effective from the start date of the contract, 1/17/2024, through the completion of the work onsite, or completion of the project, whichever is first.

Location: ELVA - Electrical and Low Voltage Contracting Services Category A


CERTIFICATE HOLDER

Los Angeles Unified School District
333 S Beaudry Ave
28th Floor
Los Angeles, CA 90017

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



ACORD 25 (2016/03)

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DESCRIPTIONS(Continued from Page 1)

LAUSD OCIP V-OCIP V - JOC Contracts

<u>Insurer</u>	<u>Policy #</u>	<u>Eff.Date</u>	<u>Exp.Date</u>	<u>Limits</u>
D: Endurance Risk Solutions Assurance Company Excess Layer 2	XSC30036742400	1/17/2024	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
E: ACE Property & Casualty Insurance Co. Excess Layer 3	XCQ G47403686 001	1/17/2024	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
F: Ascot Specialty Insurance Company Excess Layer 4 (Quota:50.00%)	EXNA2310000445-01	1/17/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
G: Great American Security Ins. Company Excess Layer 4 (Quota:50.00%)	EXC 4455899	1/17/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
H: Shepherd Specialty Insurance Services, Inc. Excess Layer 5	74924S230ALI	1/17/2024	5/1/2028	\$10,000,000 Each Occurrence \$10,000,000 Aggregate
I: Starr Surplus Lines Insurance Company Excess Layer 6 (Quota:60.00%)	1000588386231	1/17/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
J: NORTH AMERICAN CAPACITY INSURANCE COMPANY Excess Layer 6 (Quota:40.00%)	EXS 2001686 00	1/17/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate

OTHER INSURERS NAIC NUMBER:

G Great American Security Ins. Company -
H Shepherd Specialty Insurance Services, Inc. -
I Starr Surplus Lines Insurance Company - 13604
J NORTH AMERICAN CAPACITY INSURANCE COMPANY -

From: [Dushyant A. Nihal From Willis Towers Watson via Wrap Portal](#)
To: [Vargas, Xochitl](#); [Sean McGene](#)
Subject: Welcome Letter - Contract#: 2430006 X X X X X on LAUSD OCIP V Owner Controlled Insurance Program (OCIP) - WC Policy Number: 900 0199706 - #C368959
Date: Friday, January 26, 2024 1:48:30 AM
Attachments: [Birdi Systems Inc OCIP V - JOC Contracts COI 51a2ee20-3cd5-44d4-a7da-59aaf33d8f4f.pdf](#)
[SampleCOIEnrolledParties.pdf](#)

CAUTION: EXTERNAL EMAIL

Attn: **Sean McGene**

Birdi Systems, Inc.

723 East Green Street

Pasadena, CA 91101-2111

Parent Contractor Name: **Los Angeles Unified**

School District

Work Location: - **ELVA | Electrical and Low**

Voltage Contracting Services Category A

Enrollment Effective Date: 01/17/2024

Dear Sean,

Welcome, you have been enrolled into the LAUSD'S OCIP V for work performed under contract number **2430006 X X X X X**. Enclosed is a Certificate of Insurance evidencing your coverage for Workers' Compensation, General Liability and Excess & Umbrella. This coverage is only in effect while working at the - ELVA | Electrical and Low Voltage Contracting Services Category A project site. Your individual Workers' Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Some items you should be aware of include:

- Los Angeles Unified School District is responsible for all premium payments.
- You are responsible for reviewing the latest OCIP Insurance Manual, which is available through the LAUSD Risk Management website (<https://achieve.lausd.net/site/default.aspx?PageID=1008>) or via the WTW ComPAS website.
- Reporting Payroll is required by the 10th of each month following the work performed on site. Reports are required for each month your contract is in effect. If no onsite work was performed, a "\$0" payroll report must be submitted. Payroll should be entered online.
- **Your firm's Workers' Compensation Experience Modifier will be affected by any payroll reported or injuries sustained on this project site. Missing payroll could adversely affect your firm's Xmod.**

- Adhere to all Safety Guidelines at all times. Questions – Contact John McEvoy, Director of Safety, at (310) 800-5018.

- **LAUSD provides program oversight within the Risk Management Division, OCIP Unit. If you have any questions regarding Workers' Compensation claims or reporting procedures please contact Juan Chaidez, WC Claim Processing Supervisor at 213 241 2210. For All other LAUSD OCIP related coverage and Insurance questions contact Aristeo Aguilera, OCIP Coordinator at 213 241 7994.**

- Report all claims in accordance with the OCIP Insurance Manual.

- A Claims Kit will be posted online in the WTW ComPAS system. Please save and print a copy to be kept available for the onsite job crew. It will include the mandatory state Workers' Compensation Posting Notices. Please post these notices in a central location at the project site.

- You are responsible to notify us of any lower tier subcontractors prior to their starting work onsite. Lower tier subcontractors must complete their own separate enrollment.

- All Contractors are required to submit a Certificates of Insurance. Requirements are outlined in the attached check list.

- Submit a Notice of Work Completion (NOC) at the time work is completed and you are prepared to leave the site. A separate NOC is required for each of your enrolled subcontractors.

- Please contact Irene Montes using the contact information below for access to the WTW ComPAS system if needed. ComPAS website:
(<https://cp.wtwcompas.com>)

You may use the Internet to produce a job site health care provider directory with the most up-to-date information for member health care providers in the Medical Provider Network (MPN) that are closest to your job site!

Go to: <http://www.esis.com/awcmpn>

If you do not have internet access, you may request assistance locating an MPN provider or obtaining an appointment by calling (866) 7002168. **“State you are under ESIS Medical Impact MPN”**

Remember: In emergency situations, workers may immediately seek treatment from the nearest facility or provider, regardless as to whether or not it is part of the network.

On behalf of Los Angeles Unified School District we wish you a safe and successful project!

Sincerely,

Irene Montes
Willis Towers Watson
333 Bush Street
Suite 400
San Francisco, CA 94104
Email: lausd.ocip@willistowerswatson.com
Ph: (415) 244-9858

Enclosures:
Certificate of Insurance
Sample Enrolled Parties Certificate



BIRDI SYST

JCHRISTIANSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2024

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 HUB International Insurance Services Inc. 4695 MacArthur Court Suite #600 Newport Beach, CA 92660	CONTACT NAME: PHONE (A/C, No, Ext): (949) 553-9800 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Valley Forge Insurance Company INSURER B : Continental Casualty Company INSURER C : Navigators Specialty Insurance Company INSURER D : INSURER E : INSURER F :
INSURED Birdi Systems, Inc. dba Birdi & Associates, Inc., Birdi Constructors, Inc. 723 E. Green Street Pasadena, CA 91101-2111	NAIC # 20508 20443 36056

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	X	X	7018736769	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X	X	7018736772	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Pollution Liability	X	X	SF24ECPU01154NC	1/19/2024	1/19/2025	Each Incident / Agg 5,000,000

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

Contract# 2430006-Category A-ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES: Closed-Circuit Television (CCTV) & Intrusion Alarm Systems Installations.
 *General Liability coverage for all work and operations performed AWAY from the project site as respect: All operations performed by the Named Insured during the current policy period.
 Los Angeles Unified School District, Owner, the Board, the OAR, the OCIP Administrator, their respective officers, agents and employees, and any additional entities as OWNER may request are included as Additional Insureds as respects General Liability, Auto Liability and Pollution Liability per attached endorsements.
 This insurance shall apply as Primary and Non-Contributory per attached endorsement.
 Waiver of Subrogation for General Liability, Auto Liability and Pollution Liability: See Attached Endorsements.

CERTIFICATE HOLDER

CANCELLATION

Los Angeles Unified School District Procurement Services Division 333 South Beaudry Avenue, 28th Floor Los Angeles, CA 90017	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
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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2871746

DATE (MM/DD/YYYY)

1/19/2024

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
Lockton Companies, LLC
3657 Briarpark Dr., Suite 700
Houston, TX 77042

CONTACT NAME: 888-828-8365

PHONE (A/C, No. Ext):

FAX (A/C, No):

E-MAIL ADDRESS: INSPERITYCERTS@LOCKTONAFFINITY.COM

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Indemnity Insurance Co. of North America

43575

INSURED
BIRDI SYSTEMS, INC.
Birdi & Associates, Inc.
723 E GREEN ST
PASADENA, CA 91101-2111

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	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 <input type="checkbox"/>	N / A	C55997895	10/1/2023	10/1/2024	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Contract# 2430006-Category A-ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES: Closed-Circuit Television (CCTV) & Intrusion Alarm Systems Installations.

CERTIFICATE HOLDER

LOS ANGELES UNIFIED SCHOOL DISTRICT PROCUREMENT SERVICES DIVISION
333 SOUTH BEAUDRY AVENUE, 28TH FLOOR
LOS ANGELES, CA 90017

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

Registrations

Showing Page 1 of 1

Next

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Registration History

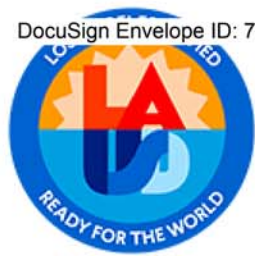
3/2/2015 6/30/2015

Birdi, Inc.

Current Dun & Bradstreet Reports on File

*The contractors listed on this report have had a Dun & Bradstreet report pulled within the past year.
A D&B report is required for any contract of \$500,000 or more. The report must be not more than a year old.*

FIRM-NAME	Vendor Number	License Number	Report Date
A J FISTES CORPORATION	0625	729357	05/18/23
ADVANCED CABLE SOLUTIONS INC	11389	930210	01/18/24
ALTERNATE POWER & CONSTRUCTION INC dba DANIAL'S ELECTRIC CO	11508	958181	01/18/24
AMERESCO INC	822631	817191	12/18/23
ASBESTOS INSTANT RESPONSE INC dba AIR DEMOLITION & ENVIRONM	8623	795278	05/09/23
ASTROTURF CORPORATION	822606	1036156	08/28/23
BALFOUR BEATTY CONSTRUCTION LLC	11312	979126	07/20/23
BEST CONTRACTING SERVICES INC	1462	456263	12/07/23
BETA INVESTMENTS AND CONTRACTS INC	3037	488644	04/27/23
BIRDI SYSTEMS INC	805310	980383	01/18/24
BLACH CONSTRUCTION	822427	290418	12/20/23
BYROM - DAVEY INC	9586	803447	09/07/23
CALIFORNIA CERTIFIED CONSTRUCTION AND ELECTRICAL INC	11535	989029	06/02/23
CENTRICA BUSINESS SOLUTIONS SERVICES INC	822613	947569	12/18/23
CENTURY PAVING INCORPORATED	0094	311456	08/25/23
DANNY LETNER INC dba LETNER ROOFING COMPANY	1512	689961	04/18/23
EAGLE CONTRACTING INC	11243	970089	05/09/23
EBERHARD	1807	329087	07/12/23
ECO ENERGY SOLUTIONS INC dba HIGH VOLT ELECTRIC	822147	963370	01/24/23
FIRST FIRE SYSTEMS INC dba FIRST FIRE ALARM SYSTEMS	2313	541227	01/18/24
FREDRICK TOWERS INC	2915	572986	12/04/23
GERONIMO CONCRETE INC	8539	770018	08/29/23
HENSEL PHELPS CONSTRUCTION CO	11909	1020262	12/20/23
IAN THOMAS GROUP	10229	924537	04/24/23
ICON WEST INC (FORMERLY BJ DEVELOPMENT)	6545	747737	04/24/23
JACK CARDANI CONSTRUCTION INC	8393	789552	08/25/23
JAM FIRE PROTECTION INC dba JAM CORP	6525	791060	02/17/23
JOHNSON CONTROLS INC	0232	22445	01/18/24
KEMP BROS CONSTRUCTION INC	104559	149816	12/20/23
M J CONSTRUCTION DEVELOPMENT INC	11939	989007	05/18/23
MARKET COOLING & CONSTRUCTION INC	111896	937744	11/17/23



LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE PROGRAM

ALBERTO M. CARVALHO
Superintendent of Schools

JUDITH REECE
Chief Procurement Officer

MARK HOVATTER
Chief Facilities Executive

YVETTE MERRIMAN-GARRETT
*Director of Contracts Administration and
Procurement Services*

LORENA PADILLA-MELENDEZ
*Director of Community Relations and Small
Business*

03/14/2023

BIRDI SYSTEMS, INC.
BIRDI & ASSOCIATES, INC.
723 EAST GREEN STREET
PASADENA, CA 91011

Re: Los Angeles Unified School District Certification Application

Dear Vendor,

Thank you for submitting your certification application to the Los Angeles Unified School District (LAUSD) for the following:

Small Business Enterprise

Based on the information that was provided, your company has been approved for the following:

Certification type	NAICS Code (if applicable)	Start Date	Expiry Date
Small Business Enterprise	238210	03/14/2023	06/19/2025

LAUSD is pleased to issue this certificate subject to the following conditions:

In order for your participation to be counted as a Small Business, Micro Business, or Veteran/Disabled Veteran Business Enterprise, you must maintain a current certification with LAUSD. Prior to the expiration date referenced above, you must reapply for certification with LAUSD by visiting the Supplier Portal at <https://vendors.lausd.net>.

LAUSD reserves the right to withdraw this certification if at any time it is determined that certification was obtained by knowingly providing false or misleading information. LAUSD reserves the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, LAUSD may, at its sole discretion, disqualify said firm from participation in any LAUSD contract for a period of up to five years.

Changes to your business status that may impact your certification(s) must be reported as soon as possible. You are required to notify the LAUSD Small Business Program office or Vendor Services (VSU) of any changes impacting your certification eligibility. You may also contact VSU for assistance with Supplier Portal login credentials (username/password) or your SAP vendor number.

Small Business Program office: (213) 241-1340
Vendor Services Unit (VSU): (562) 654-9404 or PSG-VSU@lausd.net

To assist in researching your SBE certification inquiries, your reference number is 900028363.

Sincerely,

Lorena Padilla-Melendez
Director of Community Relations and Small Business

United States Environmental Protection Agency

This is to certify that



Birdi Systems, Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires February 02, 2029

NAT-F258774-1

Certification #

January 19, 2024

Issued On



A handwritten signature in black ink, appearing to read "Marc Edmonds".

Marc Edmonds, Chief
Risk Assessment Management Branch 2.