



AGENDA REPORT

Meeting Date: September 11, 2012
Item Number: G-19
To: Honorable Mayor & City Council
From: Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**
Attachments: 1. Agreements (1)

Item A. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND PACIFIC COAST CABLING, INC. FOR VOICE AND DATA CABLING, AND RELATED SERVICES; AND
APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$100,000 TO PACIFIC COAST CABLING, INC. FOR THE GOODS AND SERVICES

RECOMMENDATION

Staff recommends that the City Council approve the agreement with Pacific Coast Cabling, Inc., the lowest responsible bidder, for Voice and Data Cabling, and Related Services, and approve a purchase order for the goods and services in an amount not to exceed \$100,000 per year for the term of the 3-year Agreement.

INTRODUCTION

Based on ongoing activities and projects, City staff has found a need for an experienced contractor to provide voice and data cabling, and related services in support of citywide technology related projects, including replacement of end-of-life equipment, expansion of current voice and data capabilities throughout the City and as needed maintenance services.

The City's policy is to continuously evaluate the quality and pricing of goods and services to ensure that the City receives the best value available. In furtherance of this practice, staff went to formal bid for voice and data cabling and related services.

On July 9, 2012, the City released a formal bid, Bid No. 13-01 for Voice & Data Cabling, and Related Services. On July 11, 2012 the City issued Bid Addendum #1, noting a correction to the Contractor's License classification required by the bid. The City received three bids which were opened on August 9, 2012.

DISCUSSION

The services required are determined on a project-by-project as needed basis, with individual scopes of work provided for City approval prior to commencement of the services. Therefore, in order to be able to compare like goods and services in a fair and equitable manner, staff included a sampling of goods and services typically needed each year as the bid requirements.

Using this methodology, staff predetermined eleven line items which represent typical work required by the City. Staff recommends awarding the agreement to the lowest responsible bidder, Pacific Coast Cabling, which provided the lowest overall quote while meeting all requirements of the bid.

FISCAL IMPACT

Staff anticipates an annual cost that will not exceed \$100,000 for all voice and data cabling and related services throughout the 3 year term of the agreement. Funds for this purchase were budgeted and are available in the Information Technology IT Equipment Replacement Program for this purpose.

Item B. APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$135,000 FOR THE DAVIS COMPANY FOR COMPENSATION STUDIES AND CLASSIFICATION ANALYSIS

RECOMMENDATION

Staff recommends that the City Council approve the purchase order in the amount of \$135,000 to the Davis Company for compensation studies and classification analysis for Fiscal Year 2012/2013 for six of the recognized City associations.

INTRODUCTION

Per current Memorandum of Understandings (MOU), eight of the City's nine labor agreements require a third party to perform total compensation studies to set salary rates for City positions. The Davis Company has provided classification and compensation services by performing various studies during the term of each Association's MOU. The original contract with the Davis Company was entered into in 2005 for the design and implementation of employee performance standards; in 2006 the scope of work was expanded to include classification and compensation tasks per MOU.

DISCUSSION

The Davis Company has the skills, knowledge and ability to provide professional classification and compensation studies. The Davis Company has performed these

studies for each Association according to the terms prescribed in each MOU. The term of these agreements expire October 2013 and the Davis Company will conduct the compensation studies prior to the expiration of the agreements. The cost of these services is a not to exceed amount of \$135,000 for FY 2012/2013.

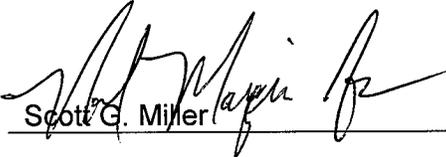
FISCAL IMPACT

Funds were budgeted and are available in the Labor Relations budget for this purpose.



Noel Marquis

Finance Approval



Scott G. Miller

Approved By

Attachment 1

APPENDIX A

FORM OF CONTRACT

This contract ("Contract") is entered into by and between the City of Beverly Hills ("City"), a California municipal corporation, and Pacific Coast Cabling, Inc., dba PCC Network Solutions, ("Contractor"), a Corporation, whose address is 9340 Eton Avenue, Chatsworth, California, 91311.

In consideration of the agreements herein contained, the parties agree as follows:

1. WORK TO BE PERFORMED. Contractor shall furnish at Contractor's own expense all labor, materials, supplies, equipment, tools, transportation and other items of expense necessary to complete in a workmanlike manner all Work in accordance with the terms and conditions of the Contract, except for the labor, materials, supplies, equipment, tools, transportation and other items of expense as may be required to be furnished by the City. The Work is defined in detail in the Contract Documents, which govern the interpretation and performance of this Contract, but may be generally described as follows:

2. CONTRACT DOCUMENTS. This contract consists of this Form of Contract and the following Contract Documents, including all exhibits, appendices, addenda, drawings, specifications and documents therein and attachments thereto, all of which are by this reference incorporated herein and made a part of this Contract:

- SECTION 1: NOTICE INVITING BIDS
- SECTION 2: INSTRUCTIONS TO BIDDERS
- SECTION 3: SPECIAL CITY REQUIREMENTS
- SECTION 4: GENERAL SPECIFICATIONS
- SECTION 5: DETAILED SPECIFICATIONS
- SECTION 7: ADDITIONAL FORMS

as contained in City's Bid Document for Bid No. 13-01 dated July 9, 2012, and

SECTION 6: SIGNATURE PAGE AND LEGAL STATUS

of Contractors's Bid in response thereto, all of which are incorporated herein by reference, and all of which shall comprise the Contract Documents for this Contract. If any item of the Scope of Work, Payment Schedule, or any other item of the Bid Package is modified by either of the parties or arrived at by negotiation between the parties, that item as finally agreed upon by the parties shall also become a Contract Document, it shall supersede the corresponding item of the Bid Package, if any, and it shall be subject to all terms and conditions of the Contract.

3. PERFORMANCE PERIOD. Contractor shall commence Work after execution of the Contract, and shall complete all Work in accordance with the schedule as set forth by the City, from the date of receipt of a Notice To Proceed as set forth in the Contract Documents.

4. PAYMENT. City shall pay Contractor as full consideration for the satisfactory performance by Contractor of all Work required under this Contract the sum not to exceed =====
One hundred thousand ----- Dollars (\$ 100,000 annually), payable as provided in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date stated below.

DATED: _____

CITY OF BEVERLY HILLS
"City"

WILLIAM W. BRIEN
Mayor

ATTEST:

BYRON POPE
City Clerk

APPROVED TO FORM:

Laurence Wiener
LAURENCE WIENER
City Attorney

FUNDS AVAILABLE:

Scott G. Miller
SCOTT G. MILLER
Chief Financial Officer

DATED: 8-20-12

Pacific Coast Cabling Inc.
"Contractor" dba PCC Network Solutions

By: Richard J. Harris

Title: Richard J. Harris Principal

By: _____

Title: _____

APPROVED AS TO CONTENT:

JEFF KOLIN
City Manager

David Schirmer
DAVID SCHIRMER
Chief Information Officer

Karl Kirkman
KARL KIRKMAN
Risk Manager

APPENDIX B

SCOPE OF WORK

1.0 GENERAL REQUIREMENTS

The scope of work for this bid package is described in the following specifications and drawings. City will determine the response times in the individual Statements of Work provided during the term of the Agreement.

C. SPECIFICATIONS

5. General Cabling Services

g. Contractor shall provide materials and professional services related to the design and implementation of voice and data cabling installation at City facilities and internal and external locations within the City.

h. Contractor shall furnish all tools, material, cable, fiber. Equipment, labor, travel, and any and all out of pocket expenses to provide the requested voice and data cabling services, including but not limited to the attached equipment and services list (Appendix B, Attachment 1).

i. Contractor shall furnish all vehicles required to transport Contractor staff / labor, equipment and materials to the various job sites throughout the City.

j. Contractor shall furnish a portable generator, as needed, to operate any power tools required on remote job sites.

k. Contractor shall furnish, install and maintain all warning devices, i.e., barricades, cones, etc., required to adequately protect the public, City staff, and others during performance of the work.

l. Contractor shall furnish all materials required for completion of the work. All materials shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified.

6. Voice and Distribution Cabling

c. Copper Cabling to be supplied shall be Systimax CAT5e or CAT6 as specified by City and as required for the specific installation.

d. The installation of all premises, distribution, cross connect, patch, backbone and horizontal cabling must comply will all local code authority and the following EIA/TIA and ANSI specifications and/or standards, or the latest published specifications and standards:

7. Fiber Optic Cabling

c. Fiber Optic Cabling to be supplied shall be Coming single and multi-mode fiber as specified by City and as required for the specific installation.

d. All fiber optic cables and connection means are to be designed and manufactured to all applicable ANSI/EIA/TIA specifications and standards.

8. Voice, Data and Fiber Terminations

b. Voice and data terminations shall be made with Sistimax information outlets and patch panels as required.

D. DRAWINGS

NONE

4. Cost 24 strand, multi-mode fiber run including termination, certification, and enclosure.
- a. \$ 1844.00 plus \$3.92 per foot (per ft)
 - b. Identify the manufacturer(s) and part number(s) for proposed cabling (Corning):
Corning 024K81-33130-24 24 Strand 62.5 Multimode Fiber
Corning 95-101-98-SP LC Connectors
 - c. Identify the certification methodology:
Power Meter Light Source and Overall System Loss
ANSI/EIA/TIA-568C-0, TIA 526-14A Method B
 - d. Identify the manufacturer(s) and part number(s) for proposed enclosure(s):
Corning CCH-01U 1RU Connector Housing
Corning CCH-CP12-A8 12 Fiber Connector Panel
5. Additional materials costs.
- a. Identify any additional materials, unit costs, manufacturer(s) and part numbers:
 - i. Hellerman Tyton TAG5L-105 Adhesive Cable
Labels \$.04
 - ii. Brother TC-20-21 Black on White Label
 \$.09
 - iii. \$
 - iv. \$
 - v. Hellerman Tyton TAG5L-105 Adhesive Cable
 \$
 - b. Identify any additional services, hourly rates, and associated fees, if any:
 - i. ITS Design Services (RCDD) \$ 125.00 (per hr)
 - ii. Project Management \$ 85.00 (per hr)
 - iii. Supervisor \$ 72.00 (per hr)
 - iv. Fiber Technician \$ 72.00 (per hr)
 - v. Copper Technician \$ 60.00 (per hr)
6. Cost to re-terminate an at-wall jack and certify existing lines: \$ 37.00
7. Minimum site visit charge: \$ 120.00 (2 hours)
8. Hourly rate for work not listed above: \$ 60.00
9. Overtime / Statutory Rate for work not listed above: \$ 90.00
10. Indicate the number of hours / days notice your company requires before an onsite engagement: 2 Hours for Emergency; 24 Hours for Regular
11. State your product and workmanship warranty (attach documentation / warranty declaration):
As a Certified Partner, we are able to offer a 20 year Systemax Product & Application Assurance Warranty and 25 year Corning Warranty. PCC Network Solutions offers a Lifetime Workmanship Warranty

12. Weekend and after-hours work may be required from time to time. Are you able to accommodate this? NOTE: Pricing must remain the same.

Yes

13. Are you able to respond to an emergency call and be onsite within 4 hours?

Yes

APPENDIX C

PAYMENT PROCEDURES

1.0 PROGRESS PAYMENTS

1.1 Based upon Applications for Payment submitted to the City, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below.

1.2 The period covered by each Application for Payment shall be one calendar month.

1.3 City shall make payment to the Contractor within thirty (30) days after receipt of a proper Application for Payment.

1.4 Each Application for Payment shall be based upon the approved Schedule of Values submitted by the Contractor. The Schedule of Values shall allocate the entire Contract Sum among the Various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as may be required.

1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for payment.

1.6 The amount of each progress payment shall be computed as follows:

1.6.1 As determined by payment milestones on a per scope basis, and approved in writing by the City's authorized representative.

2.0 FINAL PAYMENT

2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as agreed to between the City and the Contractor; and (2) a final Certificate for Payment has been submitted by the Contractor and approved by the City.

APPENDIX D

SUBCONTRACTORS

Each bid shall have listed on the form provided herewith the name and location of the place of business of each subcontractor (and the subcontractor's State Contractor's License Number) who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or subcontractor licensed by the State of California who under subcontract to the bidder, will specially fabricate and install portions of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of 1/2 of 1 percent of the bidder's total bid. Each bid shall also have listed on the form the portion of work which will be done by each such subcontractor. The bidder shall list only one subcontractor for each such portion of work which will be done by each subcontractor as defined by the bidder in his bid.

.....
NOTICE: Penalties for violations of the Subletting and Subcontracting Fair Practices Act will be enforced by the Owner for failure to list subcontractors as provided by that act.
.....

Subcontractor's name, mailing
address and telephone number and
State Contractor's License Number.

Description of work to be
subcontracted.

NONE

Not Applicable

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Respectively submitted,

Pacific Coast Cabling, Inc.



BID PACKAGE

CITY OF BEVERLY HILLS
INFORMATION TECHNOLOGY
455 NORTH REXFORD DRIVE
BEVERLY HILLS, CALIFORNIA 90210
310-285-2590

LEGAL NOTICE - BIDS WANTED

The City of Beverly Hills ("City") hereby requests sealed bids for the materials, supplies, equipment or services set forth herein, subject to all conditions outlined in this Bid Package, including:

- SECTION 1: NOTICE INVITING BIDS**
- SECTION 2: INSTRUCTIONS TO BIDDERS**
- SECTION 3: SPECIAL CITY REQUIREMENTS**
- SECTION 4: GENERAL SPECIFICATIONS**
- SECTION 5: DETAILED SPECIFICATIONS**
- SECTION 6: BIDDER'S BID / BID FORM**
- SECTION 7: SIGNATURE PAGE AND LEGAL STATUS**
- SECTION 8: ADDITIONAL FORMS**

SECTION 1: NOTICE INVITING BIDS

1.0 Notice Inviting Bids

- a. **Date of Request: JULY 9, 2012**
- b. **Bid Number: 13-01**
- c. **Item Description: VOICE & DATA CABLING, & RELATED SERVICES**
- d. **Bid Opening Date: AUGUST 9, 2012**
- e. **Obtaining Bid Documents:** A copy of the Bid Package may be downloaded from the City's website at www.beverlyhills.org or may be requested from the issuing department, the Information Technology Department, telephone number 310-285-2590.
- f. **Due Date and Location for Submittals:** Sealed bids will be received at all times during normal business hours prior to the Bid Opening, at the:

ATTN: Nicole McClinton
c/o Office of the City Clerk
City of Beverly Hills
455 North Rexford Drive, Room 290
Beverly Hills, CA 90210

Re: Bid #13-01, VOICE & DATA CABLING & RELATED SERVICES

Bids will be opened at the Bid Opening time stated, in the Office of the City Clerk. Bids which arrive after the specified Bid Opening time, including mailed bids delivered after the specified Bid Opening time, will not be accepted, regardless of the time postmarked or otherwise indicated on the envelope. All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, FAX, etc.) are NOT acceptable. All bids shall clearly contain on the outside of the sealed envelope in which they are submitted: **BID NO. 13-01, VOICE & DATA CABLING & RELATED SERVICES.**

g. Contractor's License: In accordance with provisions of Section 3300 of the California Public Contract Code, the City has determined that the Contractor shall possess a valid California Contractor's License Class C7 or other appropriate license classification under the State Contracting Code at the time the contract is bid. Failure to possess such license may render the bid nonresponsive and bar the award of the contract to that nonresponsive Bidder.

h. Prevailing Wages: In accordance with the provisions of Sections 1770 et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be reviewed in the office of the City Clerk or may be obtained from the State.

i. Payment Bond: A Payment Bond in the amount of 100% of the contract amount, will be required of the Contractor.

j. Insurance: Upon award of contract, contractor will be obligated to file certificates of insurance evidencing coverage as specified in the bid documents and in a form acceptable to the City. The certificates shall be on the City's standard proof of insurance form or on another form acceptable to the City.

k. Contact Person: A bidder or potential bidder who has a procedural question may call Nicole McClinton at telephone number 310-285-2597. A substantive question must be submitted in writing to nmccclinton@beverlyhills.org, copy to tschwartz@beverlyhills.org, and a copy of that question plus a written response to it will be emailed to all parties who have obtained a bid package, and posted on the City's website in a comprehensive Bid Addendum containing all substantive questions received and the City's responses to those questions.

l. Copies: The Bid must be submitted in 1 original and 3 duplicates.

THE CITY OF BEVERLY HILLS RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID. ANY CONTRACT AWARDED WILL BE LET TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

SECTION 2: INSTRUCTIONS TO BIDDERS

2.0 Instructions to Bidders

a. **General Bid Requirements.** To be considered, a bidder must follow the format for bids presented in this document. Bids must be binding and firm. Any bid may be withdrawn before Bid Opening but no proposal may be withdrawn after Bid Opening.

b. **Bidder Must Make Thorough Investigation.** It is the bidder's responsibility to examine the location of the proposed work, to fully acquaint itself with any plans and/or specifications and the nature of the work to be done. Bidders shall have no claim against the City based upon ignorance of the nature or requirements of the project, misapprehension of site conditions or misunderstanding of the specifications or other Contract provisions. Once the award has been made, failure to have read all of the conditions, instructions and Contract Documents shall not be cause to alter any term of the Contract or provide valid grounds for the Contractor to seek additional compensation.

c. **Acceptance of Conditions.** By submitting a bid, each bidder expressly agrees to and accepts the following conditions:

(1) All parts of the Instructions to Bidders and Specifications will be part of the Contract between the selected bidder and the City;

(2) Either before or after Bid Opening, the City may require whatever evidence it deems necessary relative to the bidder's financial stability and ability to complete this project;

(3) The City reserves the right to request further information from a bidder, either in writing or orally, to establish any stated qualifications.

(4) The City reserves the right, in its sole discretion, to judge a bidder's representations and to determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. A bidder, by submitting a bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder is qualified to perform the project shall be final, binding and conclusive.

(5) The City reserves the right to reject all bids, waive any irregularity in any of the bids, cancel or delay the bid opening at any time.

(6) This bidding process does not commit the City to award any contract, and the City is not liable for any costs incurred by the bidder in the preparation and submission of a bid.

d. **Registration and Qualifications of Contractors.** Before submitting bids, contractors shall be licensed in accordance with Business and Professions Code Section 7000 et. seq., and each contractor shall insert its license number on its bid.

(1) In submitting its bid, contractor warrants that it has work experience comparable to that which is to be performed. Prior to award of a Contract, City may request of any bidder, a statement setting forth its work experience of a nature comparable to that which is to be

performed. That statement shall describe the work performed during the period three (3) years immediately preceding the date of the statement, and shall give the owner, location, and contract price of all such work, together with the dates of beginning and completing that work. This statement of experience shall be submitted within seven (7) calendar days after the City's notification to so submit. Failure to submit an adequate statement may result in rejection of the bid as nonresponsive.

(2) Any bidder not licensed at the time of award of the contract shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

(3) Bidders shall also be ANSI compliant, EIA Compliant, TIA compliant, IEEE compliant, and manufacturer certified, where applicable.

e. **Truth and Accuracy of Representation.** False, incomplete or unresponsive statements in connection with a bid may be sufficient cause for rejection of a bid or a bidder.

f. **City Changes to the Bid Documents.** The City reserves the right to change any part of the Bid Package any time prior to the bid opening. Any changes shall be in the form of addenda which shall become a part of the bid documents and the Contract. Addenda shall be made available to each bidder. A bidder's failure to address the requirements of any addendum may result in that bid being rejected as non-responsive. If the City determines that a time extension is required for the submission of the bid, an addendum will give the new bid opening date.

g. **Notice Regarding Disclosure of Contents of Bids.** All bids accepted by the City shall become the exclusive property of the City. Upon opening, all bids submitted to the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each bid which are identified by the bidder as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a bid which a bidder desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is nonetheless required under the California Public Records Act or otherwise by law (despite the bidder's request for confidentiality), the City shall not in any way be liable or responsible for disclosure of any such records or part thereof.

h. **Warranties, Guarantees and Manufacturer's Specifications.** If applicable, bidder shall state the nature and period of any warranty or guarantee. If applicable, manufacturer's specifications shall be submitted with the bid and shall be considered a part of the Contract for the bidder who is awarded the Contract and where the specifications meet the minimum requirements of the Contract.

i. **Award of Bid and Determination of Responsiveness.** The City shall determine the bidder to whom the Contract shall be awarded. In making this determination, the City shall consider (in no particular order):

- (1) The cost to the City;

- (2) The quality of the material offered;
- (3) The ability, capacity and skill of the bidder to perform the Contract or provide the material or services;
- (4) Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- (5) The sufficiency of the bidder's financial resources and the effect thereof on its ability to perform the Contract or provide the material or services;
- (6) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (7) The quality and timeliness of the bidder's performance on previous purchase orders or contracts with the City;
- (8) Litigation by the bidder on previous purchase orders or contracts with the City;
- (9) The ability of the bidder to provide future maintenance and service where such maintenance and service are essential;

The City reserves the right to be the sole and exclusive judge of quality, compliance with bid requirements, and all other matters pertaining to this bid.

j. **Prompt Payment Discounts.** Prompt payment discounts shall be considered in evaluating bids, except that payment periods shorter than thirty (30) days will not be considered. Where discounts are offered, the period for calculation of the discount shall begin with the invoice date or its date of delivery to the City, whichever is later.

k. **Bids Other than "Lump Sum" Bids.** Bids calling for other than a "lump sum" total bid may be awarded by single item, by groups of items, or as a whole, as the City deems to be in its best interests.

l. **Prices in Bid.** Prices quoted in the bid must be firm for a period of not less than ninety (90) days after the Bid Opening.

m. **Assignment and Subcontracting.** The Contractor shall not assign the Contract in whole or in part without express prior written consent of the City. Any such consent given by the City shall neither relieve the Contractor from its obligations nor change any term of the Contract.

n. **Errors and Omissions.** Bidders shall not be allowed to take advantage of any errors or omissions in these Bid Documents. Full instructions will be given if any error or omission is discovered and timely called to the attention of the City.

o. **Patent Fees; Patent, Copyright, Trade Secret and Trademark Fees.** Each bidder shall include in the price bid any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of the Work.

p. **Taxes.** The price bid shall include all federal, state, local and other taxes.

SECTION 3: SPECIAL CITY REQUIREMENTS

3.0 Special City Requirements. All forms (and their instructions) which a bidder must complete to establish compliance with City requirements should be considered an integral part of the Specifications, and failure to complete any of them shall be grounds, in the sole discretion of the City, for rejection of that bid or that bidder.

a. **Affirmative Action in Contracting.**

(1) **Policy.** The City of Beverly Hills is an equal opportunity employer. Qualified firms owned by women, minorities and disabled persons are encouraged to submit bids or proposals. Contractors expressly agree to comply with the City's ordinances and regulations concerning Equal Opportunity Employment and Affirmative Action principles. Contractor and every supplier of materials and services shall be an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21 of Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by reason of race, creed, color, religion, age, sex or physical handicap with respect to the application for employment, hiring, tenure, or terms or conditions of employment of any person.

b. **Affidavit of Non-Collusion by Contractor.** The City requires that each bidder complete, execute and submit to the City with its bid the Affidavit of Non-Collusion included in the Bid Package.

c. **Requirement for Acceptance of Sureties.**

(1) The surety on any bond or undertaking must be a corporation authorized by the Insurance Commissioner of the Department of Insurance of the state to transact surety business in the state; and

(2) There must be on file with the City Clerk of the City of Beverly Hills or submitted with the bond, a copy, duly certified by the proper authority and attested by the seal of the corporation, of the transcript or record of appointment entitling or authorizing the person or persons purporting to execute an undertaking or bond for and on behalf of such corporation to act in the premises.

SECTION 4: GENERAL SPECIFICATIONS

4.0 General Specifications

a. **Sample Contract.** A sample of the Form of Contract the successful bidder will be required to enter into with the City is attached hereto as Appendix A and by this reference incorporated herein and made a part of these General Specifications.

b. **Scope of Work.** The Scope of Work is provided in Appendix B hereto, and by this reference is incorporated herein.

c. **Bid Proposal Quantities.** The quantities contained in the Bid Package are approximate only, and are for the sole purpose of comparing bids. The City may order more or less Work or material, as necessary, in the City's sole discretion. Payment will be made for the amount of Work or material actually provided, as determined by the City and accepted at the unit or lump sum prices noted in the bid, where applicable, and those prices shall govern.

d. **Standard Specifications.** In connection with contracts to which it may apply, and except as otherwise provided below, all public works construction Work shall be done in accordance with the provisions of the most current edition of "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (commonly known as "the GREEN BOOK") including Supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California, which specifications are hereinafter referred to as the "Standard Specifications." The provisions of these General Specifications shall apply and/or shall supersede, as the case may be, provisions of the above referenced Standard Specifications.

e. **Subcontracts.** In addition to the information to be listed by the bidder with its bid pursuant to Section 2-3 of the Standard Specifications, entitled "Subcontracts," the bidder shall provide for each subcontractor listed a brief description of the Work and the dollar value of the Work to be subcontracted. After bids have been received, the written consent of the City is required to make any change in subcontractors.

f. **Meaning of Amount of Bid.** Except where otherwise provided, all costs to perform the entirety of the Work, including all costs required for repair or replacement of existing improvements damaged, injured or removed as a result of the Work, shall be reflected in the unit or lump sum prices stated in the bidder's bid. If no specific unit or lump sum line item is required to be bid for a specific item of Work, then all costs related to that item shall be incorporated into the unit or lump sum prices provided for all other items. The total price of the bid is to be interpreted as the total price of all Work required under the Contract, whether or not there is a specific line item identifying a particular item of Work.

g. **Compliance with Labor Laws.** Contractor shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, prevailing wages, etc. Contractor shall comply with the provisions of Sections 1770-1777.5 of the California Labor Code, and Section 7-2 of the Standard Specifications, entitled "Labor." The California Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the Work is to be done. A copy of the general prevailing rate of wages is on file with the City Clerk of the City of Beverly Hills and is

available for inspection and reference during regular business hours. Contractor shall submit with bid, on a form provided in Section 7, a statement acknowledging obligation to comply with California Labor Law requirements.

h. **Contract Bonds.** The bidder to whom a Contract is awarded shall file with the City a Payment (Labor and Materials) Bond in a form acceptable to the City in the amount of 100% of the Contract Price before execution of the Contract. The bidder to whom a Contract is awarded shall file with the City a Performance (Completion) Bond in a form acceptable to the City in the amount of 100% of the Contract Price before execution of the Contract. The term "Contract Price" shall be deemed to mean the total Contract "not to exceed" amount consisting of the base bid stated in the Bidder's Bid plus all additional amounts provided for adjustments to the estimated quantities contained in the Bidder's Bid and for extra Work covered by approved Change Orders, if any.

i. **Liability Insurance.** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance shall be of the type, in the amounts and subject to the provisions described below.

(1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/85) with a limit of not less than \$2,000,000 (Two Million Dollars) per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2) **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 (One Million Dollars) per accident.

(3) **Workers Compensation** Insurance as required by the State of California and **employers liability** insurance with a limit not less than \$1,000,000 (One Million Dollars) per accident.

(4) **Evidence of Coverage:**

(a) Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form or on another form acceptable to the City.

(b) Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.

(c) During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form or on another form acceptable to the City.

(d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.

(e) In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.

(5) All insurance coverages shall be provided by insurers with a rating of B+ or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

(6) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

(7) All liability coverages shall name the City, its City Council and every officer, agent and employee of City as additional insureds with respect to work under this bid or any subsequent contract.

(8) Contractor's insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

(9) Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

(10) Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

(11) In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor's cost, and the City may deduct all such costs from moneys the City owes to the Contractor or from moneys which it subsequently owes to the Contractor.

j. **Indemnification.** The Contractor agrees to indemnify, defend and hold harmless the City, City Council and each member thereof, and every officer, and employee of the City, from any claim, liability or financial loss including, without limitation, attorneys fees and costs, arising in any manner whatsoever from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor, or any person employed by Contractor, including agents and independent contractors, in the performance of this bid.

k. **Materials and Workmanship.**

(1) The City shall have the right to inspect any material used. Material furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified. Equipment, supplies or services that fail to comply with the Contract requirements regarding design, material or workmanship may be rejected at the option of the City. Any materials rejected shall be removed from City premises at the Contractor's sole expense.

(2) All Work must be approved by the City. For unsatisfactory Work not corrected, the City may, at its option, withhold payment for the unsatisfactory Work, deduct the amount from the invoiced amount, have the Work corrected by another contractor at Contractor's cost and expense or perform the corrective Work with City personnel and deduct all costs so incurred by the City from moneys owed to the Contractor.

i. **Licenses and Permits.** Except as provided herein below, the Contractor shall obtain and pay for all permits and licenses required by federal, state or local law, rule or regulation. Costs for obtaining City permits required under this Contract will be waived. [NOTE: All requirements for obtaining permits (including City permits) remain in effect and are not waived; only the costs of City permits are waived.] For information concerning business licenses required under the Beverly Hills Municipal Code, contact the Beverly Hills Finance Department at (310) 285-2427.

m. **Payment.** The Payment Provisions are provided in Appendix C hereto, and by this reference they are incorporated herein.

n. **Changes to the Work.** City may by written notice initiate any change within the scope of the Contract. If Contractor desires to make any change, Contractor must submit a written request for that change to the City, but Contractor may make that change only upon written order of the City. A corresponding equitable change in the Contract Price of this Contract will be made for each change ordered.

o. **Termination of Work.**

(1) **For Cause.** Upon notice to Contractor, City may terminate the Work or any part thereof immediately for cause, without any prior notification to Contractor.

(2) **Without Cause.** City may terminate the Work or any part thereof upon five (5) days prior notice to Contractor.

(3) **Payment.** Upon termination of the Contract in whole or in part, City shall pay Contractor, subject to all provisions of the Contract for retention of funds, for all Work completed prior to the date of termination.

p. **Resolution of Claims and Disputes.** Public Contract Code Sections 20104 et seq. apply to this contract. Those Public Contract Code Sections are attached hereto. In any arbitration to resolve a dispute relating to or arising out of this contract, the arbitrator's award shall be supported by law and substantial evidence. The arbitrator shall file a written decision with the court and serve a copy of it on each of the parties. The written decision shall contain a summary of the evidence,

reasons underlying the decision, and unless the parties otherwise agree, findings of fact and conclusions of law.

q. **Assignment of Unfair Business Practices.** In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or a subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arises from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

r. **Safety and Protection of Workers.** Pursuant to Public Contract Code Section 7104, if any work under this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface:

(1) The Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any:

(a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(b) Subsurface or latent physical conditions at the site differing from those indicated.

(c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract.

(2) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.

(3) In the event that a dispute arises between the City and the Contractor, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

EXPERIENCE FORM

Bidder has been engaged in business under the present business name, Pacific Coast Cabling, Inc.
dba PCC Network Solutions, for 27 years.

State Contractor's License # 534115 Class C7

The following contracts show Bidder's experience in work of a nature similar to that covered in the bid, completed in the past five (5) years:

| Year | Project Description | Contract Amount | Location | For Whom Performed |
|--------------|--------------------------------|--------------------|-------------------|-----------------------|
| 2007-Current | MAC Work | \$20,000 annually | Malibu, CA | HRL |
| 2007-Present | MAC/Project Work (v/d cabling) | \$200,000 annually | Riverside, CA | County of Riverside |
| 2007-Current | Voice/Data Cabling | \$170,000 annually | Beverly Hills, CA | City of Beverly Hills |
| 2007-Present | MAC/Project Work (v/d cabling) | \$300,000 annually | Burbank, CA | Warner Bros. |
| 2007-Present | MAC/Project Work (v/d cabling) | \$200,000 annually | Bakersfield, CA | County of Kern |

Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

Not Applicable

AFFIDAVIT OF NON-COLLUSION

State of California)

) ss.

County of Los Angeles)

Richard J. Harris
 _____, being first duly sworn, disposes and says that he or she is
Principal/Corporate Sales Officer of **Pacific Coast Cabling, Inc.** the party making the
 foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person,
 partnership, company, association, organization, or corporation; that the bid is genuine and not collusive
 or sham; that 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 that 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 bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost
 element of the bid price, or of that of 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, that 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.

Pacific Coast Cabling, Inc.

Contractor



 Richard J. Harris

attach appropriate
notary acknowledgments

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On Aug 8, 2012 before me, Betty A Pringle Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Richard J. Harris

Name(s) of Signer(s)

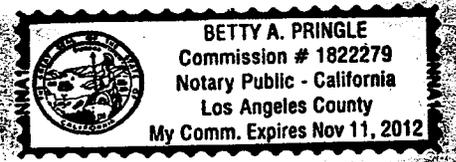
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 Betty Pringle

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Affidavit of Non-Collusion

Document Date: signed Aug 8, 2012

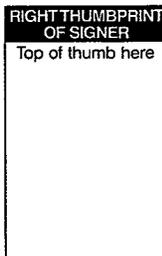
Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

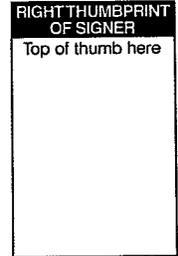
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY WITH CALIFORNIA LABOR LAW

[Labor Code § 1720, 1773.8, 1775,
1776, 1777.5, 1813, 1860, 1861, 3700]

I, the undersigned Contractor, certify that I am aware of and will fully comply with the following provisions of California law:

Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all provisions thereof as though set forth in full herein.

Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which require the payment of travel and subsistence payments to each worker needed to execute the work, to the extent required by law.

Contractor agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing wages to workers and the penalties for failure to do so. Contractor understands and acknowledges that copies of the prevailing rate of per diem wages, as determined by the Director of Industrial Relations, are on file in the office of Public Works Engineering Department and that they will be made available to any interested party upon request. Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates, as determined by the Director of Industrial Relations, for the work or craft in which the worker is employed for any public work done under the contract by Contractor or any subcontractor at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make those payroll records available for inspection as provided in this Section, and (3) inform the Agency of the location of the records. Contractor is responsible for compliance with Section 1776 itself and all of its subcontractors at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and Contractor further agrees that it is responsible for its own compliance with Section 1777.5 and for the compliance of all of its subcontractors at any tier.

Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties because workers work excess hours. Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or by any subcontractor at any tier for each calendar day during which that worker was required or permitted to work more than 8 hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

In accordance with California Labor Code Sections 1860 and 3700, Contractor shall secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

Title: VOICE & DATA CABLING & RELATED SERVICES

BID NO: 13-01

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date: August 09 , 20 12

Signature: _____

A handwritten signature in black ink, appearing to read "Richard J. [unclear]", written over a horizontal line.

SECTION 7: SIGNATURE PAGE AND LEGAL STATUS

7.0 Signature Page and Legal Status. The undersigned certifies that s/he is an official legally authorized to bind his/her firm and to enter into a contract should the City accept this proposal.

Bid proposal by Pacific Coast Cabling, Inc. dba PCC Network Solutions (Name of Firm)

Legal status of bidder: Please check the appropriate box:

- A. Corporation [checked] State of California
B. Partnership [] List Names
C. DBA [] State full name DBA
D. Other [] Explain

Signature of Bidder [Handwritten Signature] Title Principal/Corporate Sales Officer

Signature of Bidder [] Title []

Address 9340 Eton Avenue City Chatsworth Zip 91311

Telephone # (818) 407-1911

Signed this 9th day of August 2012

Bidder acknowledges receipt of the following Addenda:

Table with 2 columns: ADDENDUM NO., BIDDER'S INITIALS. Row 1: 1, []