



## AGENDA REPORT

**Meeting Date:** October 2, 2012  
**Item Number:** E-1  
**To:** Honorable Mayor & City Council  
**From:** Mark Embrey, Deputy Fire Chief  
**Subject:** AWARD OF A CONTRACT TO CDW GOVERNMENT, LLC ASSOCIATED WITH REGIONAL FIRE DEPARTMENTS SMART CLASSROOM PROJECT, BID NO. 13-03;

AUTHORIZING THE CITY MANAGER, CITY ATTORNEY AND FIRE CHIEF TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CDW GOVERNMENT, LLC, FOR ALL HARDWARE, SOFTWARE, EQUIPMENT, AND SERVICES RELATED TO THE BID; AND

AUTHORIZING APPROVAL OF A PURCHASE ORDER IN AN AMOUNT NOT-TO-EXCEED THE PREVIOUSLY AUTHORIZED URBAN AREA SECURITY INITIATIVE (UASI) FEDERAL GRANT FUNDING OF \$1,537,830 FOR THESE GOODS AND SERVICES

**Attachments:** 1. Bid Proposal

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### **RECOMMENDATION**

Staff recommends that the City Council award a contract to CDW Government, associated with Bid No. 13-03 for the Regional Fire Departments Smart Classroom Project; authorize the City Manager, City Attorney and Fire Chief to negotiate and execute an Agreement between the City of Beverly Hills and CDW Government for all hardware, software, equipment and services related to the bid; and approve a purchase order to CDW Government in an amount not-to-exceed the authorized UASI grant funding of \$1,537,830 for these goods and services.

## **INTRODUCTION**

On July 24, 2012, the City Council approved a resolution authorizing the application for and acceptance of UASI 10 and UASI 11 funding, and appropriation of said funds for the implementation of Phase 3 of 3 of the Regional Fire Departments Smart Classroom Build-Out. As a result of this action, staff proceeded with issuance of a formal bid for the anticipated goods and services.

The City released formal Bid No. 13-03 for the Regional Fire Departments Smart Classroom Project on July 31, 2012, which was emailed to nine qualified vendors certified with the City's preferred manufacturer, as well as posted on the City's website and forwarded to an additional list of bid posting sites and interested vendors upon request. From August 13<sup>th</sup> – August 24<sup>th</sup>, the City encouraged interested vendors to attend scheduled site visits / walk-throughs at 17 locations within the region. Due to the distances between the various sites, staff determined that attendance should only be encouraged as opposed to mandatory to ensure that any vendor that wanted to submit a proposal would not be automatically barred due to missing one or more site visits.

The City then held a mandatory Bidders Conference on August 28<sup>th</sup> which was only attended by CDW Government (CDWG) and its subcontractors. On September 13<sup>th</sup>, the City opened the only bid received, from CDWG, and began review of the proposal, in conjunction with the Los Angeles Area Fire Chiefs Association (LAAFCA), which has served as a highly valued advisory group with respect to the project.

## **DISCUSSION**

City staff worked very closely with both LAAFCA and the preferred manufacturer, Cisco Systems, to ensure that the bid documentation contained detailed specifications for each proposed site build-out, parts lists for each location, and instructions related to the required implementation schedule as dictated by the UASI grants previously approved by the City Council, and the required project management and documentation to ensure federal grant compliance.

While some site visits were attended by multiple vendors, the City received several notifications that bidders would be unable to submit bid proposals either due to the required implementation timeline, a lack of certain certifications or licenses required by the bid, or because they were unable to attend the site visits. Whenever possible, staff worked with potential bidders to provide as many potential exemptions as possible to encourage bid proposal submission, including an open Q & A dialogue, provision of detailed schematics and parts lists as part of the bid documentation, and notice of potential waiver of certain certification requirements based on the competitiveness of the proposal to be submitted. However, in the end, the City only received one primary bidder at the Mandatory Bidders Conference.

City staff met with LAAFCA representatives and the City's Cisco representative after the Mandatory Bidders Conference to determine how best to proceed with the knowledge that the City would only receive one bid proposal in response to the bid. Based on budgetary estimates provided by the manufacturer prior to commencement of the bid process, as well as independent review of similar projects and parts listed online, staff and the LAAFCA representatives are confident that the pricing proposed by CDWG is competitive, and that based on CDWG's prior implementation experience, the company is able to facilitate meeting the stringent deadlines of the UASI 10 and UASI 11 federal grants received by the City of Beverly Hills.

CDWG's bid proposal identifies a total cost of \$1,501,189.64 for all required goods and services detailed in the City's Bid documents, including one year's hardware, software, and system warranty, recommended audio-visual equipment for each location. The bid proposal also quotes various optional goods, services and extended warranty options currently under review by staff in association with LAAFCA.

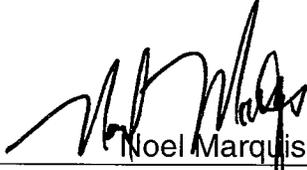
This project is part of a long-term plan that LAAFCA has proposed to ensure that all regional systems are maintained and remain interoperable, and that replacements are appropriately funded. LAAFCA anticipates entering into a Joint Powers Agreement with the participating jurisdictions whereby centralized maintenance and support is handled through LAAFCA. Consequently, the City will not need to plan for repair or replacement of any of the Smart Classroom system components.

Staff recommends awarding the contract related to Bid No. 13-03 to CDWG for the Regional Fire Departments Smart Classroom Project; authorize the City Manager, City Attorney and Fire Chief to negotiate and execute the Agreement between the City of Beverly Hills and CDWG for all hardware, software, equipment and services related to the bid; and approval of a purchase order to CDW Government in an amount not-to-exceed the authorized UASI grant funding of \$1,537,830 for these goods and services.

### **FISCAL IMPACT**

The total cost for hardware, software, equipment and services related to the Regional Smart Classroom Project, Bid No. 13-03 will not exceed the previously authorized UASI grant funding totaling \$1,537,830.00, which has been budgeted, and is available in the Fire Department's 2010 UASI and 2011 UASI Fire Grant accounts. Funds for this project are provided as follows:

Budget Unit	Account #	Description of Source/Account #	Fund	Amount
0103101F028	74160	Computer Equipment		\$552,830.00
0103101F030	74160	Computer Equipment		\$985,000.00
				\$1,537,830.00



Noel Marquis  
Finance Approval



Timothy J. Seranton  
Approved By

# **Attachment 1**



## **BID PACKAGE**

BEVERLY HILLS FIRE DEPARTMENT  
455 NORTH REXFORD DRIVE  
BEVERLY HILLS, CALIFORNIA 90210  
(310-281-2700)

### **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 31, 2012**
- b. **Bid Number: 13-03**
- c. **Item Description: REGIONAL FIRE DEPARTMENTS - SMART CLASSROOM PROJECT**
- d. **Bid Opening Date: SEPTEMBER 13, 2012**
- e. **Obtaining Bid Documents:** A copy of the Bid Package may be downloaded from the City's website at [www.beverlyhills.org](http://www.beverlyhills.org) or may be requested from the issuing department, Fire Department, telephone number 310-281-2700.
- 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 #13-03, Regional Fire Departments -- Smart Classroom Project

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. 13-03, REGIONAL FIRE DEPARTMENTS - SMART CLASSROOM PROJECT.**

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. **Liquidated Damages:** There shall be a \$500.00 assessment for each and every calendar day work remains undone after date fixed for completion.

i. **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.

j. **Payment Bond and Completion Bond:** A Payment Bond and a Completion Bond, each in the amount of 100% of the contract amount, will be required of the Contractor.

k. **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.

l. **Time of Completion:** The contractual completion time shall be not more than 210 days from the date of Notice To Proceed.

m. **Retention:** In accordance with the contract, ten percent (10%) of any progress payment will be withheld as retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a state or federally chartered bank as the escrow agent, and City shall then pay such moneys to the Contractor. Refer to the contract for further clarification.

n. **Contact Person:** A bidder or potential bidder who has a procedural question may call Nicole McClinton at telephone number 310-285-2597. All substantive questions must be submitted in writing, via email to [nmcclinton@beverlyhills.org](mailto:nmcclinton@beverlyhills.org), copy to [mlongson@beverlyhills.org](mailto:mlongson@beverlyhills.org) on or before Friday,

August 24, 2012 by 5:00 p.m. (Pacific), or provided in person at the mandatory bidders conference scheduled for Tuesday, August 28, 2012. Confirmation of receipt of substantive questions will be emailed within 3 business days. Responses to substantive questions will be, aggregated and delivered at the mandatory bidders conference, as well as published as a Bid Addendum on or before Friday, August 31, 2012 by 5:00 p.m. (Pacific), and posted on the City's website.

o. **Timeline:**

Bid Release Date	July 31, 2012
<b>Site Visits</b>	<b>August 13, 2012 - August 24, 2012</b>
Questions Accepted	August 1, 2012 – August 24, 2012
<b>Mandatory Bidders Conference</b>	<b>August 28, 2012</b>
<b>Bid Proposals Opened</b>	<b>September 13, 2012</b>
Evaluation Period	September 13, 2012 – September 28, 2012
Contract Award	October 9, 2012
<b>Phase 1 Completion</b>	<b>January 31, 2013</b>
<b>Phase 2 Completion</b>	<b>May 31, 2013</b>

1. Site Visits: Site visits will be conducted at each classroom location, to be scheduled during the time period identified above. Attendance at these walk-throughs is **not** mandatory, but is encouraged. Potential bidders will be responsible for registering to receive the specific site visit schedule, and to RSVP for attendance. Requests to register must be sent via email to [nmccclinton@beverlyhills.org](mailto:nmccclinton@beverlyhills.org), copying [mliongson@beverlyhills.org](mailto:mliongson@beverlyhills.org), and will be accepted up to 24 hours prior to any given site visit.

2. Bidders Conference: Attendance at the Bidders Conference is mandatory. All information gathered during the site walk-throughs will be aggregated and provided to attendees. Registration for the site visits will also constitute as registration for the Bidders Conference. However, if a potential bidder has not attended any of the site visits and still wishes to submit a bid proposal, the potential bidder must register to receive the time and location of the Bidders Conference. Requests to register must be sent via email to [nmccclinton@beverlyhills.org](mailto:nmccclinton@beverlyhills.org), copying [mliongson@beverlyhills.org](mailto:mliongson@beverlyhills.org), and will be accepted until Monday, August 27, 2012 at 5:00 pm (Pacific).

p. **Deliveries and Invoicing:** All hardware, software, and equipment must be delivered to a central location to be determined by the City, and must be clearly marked "Phase 1" or "Phase 2". All invoices for "Phase 1" and "Phase 2" deliveries must be separate, detailing with specificity the items being invoiced, and must be invoiced by no later than the Phase 1 or Phase 2 completion dates identified above.

q. **Copies:** Bidder's bid proposal must be submitted in one (1) original, four (4) duplicates, and one (1) electronic copy (CD, DVD, or flash drive).

**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) **Suspension / Debarment:** Any bidder that is on the suspension or debarment list that excludes or disqualifies bidders from bidding on, receiving, or participating in Federally funded contracts or grants at the time the bid proposal is submitted or evaluated shall result in rejection of the bid.

(4) **Cisco Partner Certification Requirements:** The City of Beverly Hills, in association with the Los Angeles Area Fire Chiefs Association (LAAFCA), has done extensive research and has selected a Cisco platform for the Regional Smart Classroom project. To ensure that the components are installed correctly and according to manufacturer's specifications, an additional requirement is that all bidders must have, at the time the bid proposal is due, the following valid certifications:

- Cisco GOLD Partner
- Cisco ATP Cisco TelePresence Video Master
- Cisco Authorized DMS Partner

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. **Withdrawal of Proposals.** A bidder may withdraw a proposal at any time prior to bid opening; no bid may be withdrawn after bid opening.

g. **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.

h. **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.

i. **Warranties, Guarantees and Manufacturer's Specifications.** Bidder shall state the nature and period of any warranty or guarantee. This bid document requests quotes for total system maintenance of 3 and 5 years to be detailed as separate line items in the Bid Form. 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. All warranties shall become effective upon completion of Phase 2 and upon final payment by the City.

j. **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.

k. **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.

l. **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.

m. **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.

n. **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.

o. **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.

p. **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.

q. **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. Additional ancillary supplies and services required for successful completion of the Work under the Agreement are included within the anticipated Scope, even though these supplies and services are not itemized. 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, and its elected officials, officers, agents and employees, the Los Angeles Area Fire Chiefs Association (LAAFCA), its officers, agents and employees, and the cities of Alhambra, Burbank, Compton, Culver City, the unincorporated area of De Valle within Los Angeles County, the cities of Downey, Glendale, Lancaster, Long Beach, Los Angeles, Santa Monica, South Pasadena, Torrance, and Vernon, their elected officials, officers, agents and employees, 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 with respect to work under this bid or any subsequent contract.

(9) Where available, the insurer shall agree to waive all rights of subrogation with respect to work under this bid or any subsequent contract.

(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. Materials 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.

l. **License 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 as Exhibit I. 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.

## SECTION 5: DETAILED SPECIFICATIONS

### 5.0 GENERAL REQUIREMENTS

The scope of work for this bid package is described below. The City has relied on the recommendation of Los Angeles Area Fire Chiefs Association Regional Training Group (LAAFCA RTG) based on previous studies related to the appropriate technology solutions for the LAAFCA RTG plans for interactive regional training facilities. All Smart Classroom designs are based on the Cisco C90 TelePresence System.

#### A. PROJECT DESCRIPTION

The Regional Smart Classroom Project consists of two types of classrooms, and two infrastructure build-outs.

(1) Instruction & Learning (Send & Receive) Smart Classrooms:

a. These rooms will be utilized to provide instruction (the trainer is providing interactive instruction from this room to students located in this classroom and to students at remote locations via TelePresence).

b. These rooms will be utilized to receive instruction (students are located in this classroom and the trainer is providing interactive instruction from a remote facility and connected via TelePresence).

c. These smart classrooms will also be utilized for the following scenarios:

i. Meetings and whiteboard sessions (where no technology is required)

ii. Presentations (laptop / dedicated computer and projection screen)

iii. Recording training sessions (TelePresence)

iv. Multimedia viewing (computer/laptop and projection screen)

d. These smart classrooms can be classified as "medium" and "large" and peripheral component quantities may vary depending on room size classification.

- (2) Learning (Receive-Only) Smart Classrooms:
- a. These rooms will be utilized to receive instruction (students are located in this classroom and the trainer is providing interactive instruction from a remote facility and connected via TelePresence).
  - b. These smart classrooms will also be utilized for the following scenarios:
    - i. Meetings and whiteboard sessions (where no technology is required)
    - ii. Presentations (laptop / dedicated computer and system display)
    - iii. Multimedia viewing (computer/laptop and system display)
    - iv. These smart classrooms can be classified as “small” and peripheral component quantities may vary depending on room size.
- (3) Core Infrastructure Installations: Two TelePresence core infrastructure installations will be completed as part of this project: The Beverly Hills Core Infrastructure as part of Phase 1; and the Long Beach Fire Agency Core Infrastructure as part of Phase 2. These infrastructure installations are required to facilitate training between all fire stations, city meetings, connectivity to other fire and public safety organizations, and provide for archived media that can be viewed on demand.

## **B. SMART CLASSROOM REQUIREMENTS**

- (1) Instruction & Learning Smart Classroom Requirements:
- a. The technology in this type of smart classroom will consist of:
    - i. Cisco C90 TelePresence System
    - ii. Cisco TelePresence Touch control interface
    - iii. Cisco Precision HD pan/tilt/zoom student (front) & instructor (rear) cameras
    - iv. Instructor display (utilized to view remote classrooms)
    - v. (1 or more) Student display or projection system (varies depending on room size)
    - vi. (1 or more) Cisco AudioScience microphone (varies depending on classroom size)
    - vii. Audio amplifier / speaker system (varies depending on classroom size)
    - viii. Doc Cam, DVD, Interactive Whiteboard, etc.) as necessary per location.
- (2) Learning Only Smart Classroom Requirements:
- a. The technology in this type of smart classroom will consist of:
    - i. Cisco C40 TelePresence System
    - ii. Cisco TelePresence Touch control interface
- (3) Existing Equipment:
- a. Some locations contain existing equipment (projectors, screens, audio amplifiers, speakers).
  - b. This existing equipment should be utilized whenever possible.

## **C. INFRASTRUCTURE REQUIREMENTS**

- (1) Beverly Hills Core Infrastructure:

- a. Call Control (existing):
  - i. VCS Control- Provides registration (SIP & H.323) aliases, interworks calls from SIP-H.323, provides bandwidth management, creates the internal domain for all training rooms.
  - ii. VCS Expressway- Provides firewall traversal for all internal training room systems and allows for easy access to and from any standards-based video system or client in the world.
- b. Management (existing):
  - i. TelePresence Management Suite (TMS)- Provides management, scheduling, directories, configuration, Jabber Video client accounts, reporting tools and software upgrades.
- c. Conference Services:
  - i. MCU 5320 - Provides multipoint meeting rooms for all internal training room systems and any external system. Each MCU 5320 supports (20) HD (720p) video ports.
- d. Capture - Transform - Share:
  - i. Telepresence Content Server (TCS)- Provides recording functionality for all training sessions or meetings. Turns any training room into a broadcast studio.
  - ii. Media Experience Engine MXE3500- Turns recorded media from the TCS into professional production media by adding titles & watermarks. Transcodes media from the TCS to be made available for portable devices or to any user via the Show & Share portal. Provides Pulse analytic search functionality (scan media based on keyword, comment, or speaker).
  - iii. DMM/Show and Share- Provides an access portal for all users to view and download archived training sessions and any recorded media.

(2) Long Beach Fire Agency Core Infrastructure:

- a. Call Control:
  - i. VCS Control- Provides registration (SIP & H.323) aliases, interworks calls from SIP-H.323, provides bandwidth management, creates the internal domain for all training rooms.
  - ii. VCS Expressway- Provides firewall traversal for all internal training room systems and allows for easy access to and from any standards-based video system or client in the world.
- b. Management:
  - i. TelePresence Management Suite (TMS)- Provides management, scheduling, directories, configuration, Jabber Video client accounts, reporting tools and software upgrades.

**D. PROFESSIONAL SERVICES**

(1) Project Management:

- a. Contractor shall be responsible for providing a Project Manager to ensure timely delivery of all hardware, software, equipment and materials as well as ensuring that all project tasks are complete and documented according to the agreed upon project timeline.
  - b. The Project Manager shall provide the City's representative with written updates on not less than a bi-weekly basis to keep the City informed of Contactor's progress.
  - c. The Project Manager shall include detailed documentation with each invoice submitted of all hardware, software, equipment, materials, and services being invoiced, detailing with specificity ach line item and noting the Phase (Phase 1 or Phase 2) the deliverables reference.
- (2) Smart Classroom & Core Infrastructure Pre-Installation Services:
- a. Site walks and proposals
  - b. Supplying the required system components
  - c. Supplying any necessary cables, connectors & brackets to complete the installation
  - d. Verifying power / network / conduit at required locations
  - e. Creating a project management installation timeline
  - f. Discussing any pre-installation issues with each site contact
- (3) Smart Classroom Installation Services:
- a. Installing power/conduit/network at the instructor display and camera location
  - b. Installing power/conduit/network at the student camera location
  - c. Installing power/conduit/network at the C90/C40 location
  - d. Providing power/conduit/network at any other designated room locations
  - e. Installing student camera wall bracket on the front wall
  - f. Installing the student camera on the front wall
  - g. Installing a wall-mounted instructor display at the designated location
  - h. Installing the instructor camera adjacent to the instructor display
  - i. Installing ceiling microphones at designated locations
  - j. Installing audio amplifier and connecting to ceiling speakers
  - k. Installing the TelePresence Touch interface at the designated location
  - l. Installing a laptop cable (audio + video) at the designated location
  - m. Running necessary cables between all components
- (4) Smart Classroom Configuration Services:
- a. Configure the TelePresence system per the Cisco installation/configuration guide
  - b. Configure the system for network connectivity
  - c. Configure the system for SIP and H.323 registration to the VCS
  - d. Configure the system to be supported by TMS
  - e. Verify TMS is managing the system and providing directory services
  - f. Verifying control of the system via the TelePresence Touch interface
  - g. Configure the system to support all video and audio connections
  - h. Configure all media input and output devices for best resolution and quality
- (5) Smart Classroom Verification & Testing:

- a. Verify all video and audio connections selected via the TelePresence Touch interface
  - b. Verifying operation of all equipment (audio / video / network / control)
  - c. Verify operation of the system by placing/receiving calls and adjusting as necessary
  - d. Verification testing for each use scenario of the room:
    - i. Interactive training sessions where this location is providing instruction (TelePresence)
    - ii. Interactive training sessions where this location is receiving instruction (TelePresence)
    - iii. Presentations (laptop / dedicated computer and projection screen)
    - iv. Video meetings (TelePresence)
    - v. Recording training sessions (TelePresence)
    - vi. Multimedia viewing (computer/laptop and main display or projector)
- (6) Infrastructure Installation (Beverly Hills & Long Beach):
- a. Installation of each MCU 5320 in a designated rack space and connecting to rack power per the Cisco installation guide.
    - i. Network connectivity to each MCU 5320 & configuration of MCU stacking.
    - ii. Basic configuration of each MCU 5320 per the Cisco installation guide.
    - iii. Installing port licenses.
    - iv. Register each 5320 to the VCS Control using the pre-determined format for SIP URI and H.323.
    - v. Configure each MCU 5320 into TMS.
    - vi. Configuration of conference templates.
    - vii. Configuration of auto attendants and conferences.
    - viii. Configuration of Multiway per the Cisco multiway configuration guide.
    - ix. Verify operation of each MCU 5320 by creating test conferences.
  - b. Installation of the TCS in a designated rack space and connecting to rack power per the Cisco installation guide.
    - i. Verifying TCS will power-up and is operational without alarms.
    - ii. Network connectivity to the TCS.
    - iii. Basic configuration of TCS per the Cisco installation guide.
    - iv. Register the TCS to the VCS Control using the pre-determined format for SIP URI and H.323.
    - v. Configure the TCS into TMS.
    - vi. Configure TCS for user/group accounts using AD integration.
    - vii. Configure input and output parameters (output to MXE3500 configurations)
    - viii. Verify access and recording capability.
    - ix. Verify playback capability.
    - x. Verify Scheduling capability (using TMS).
  - c. Installation of the MXE 3500 in a designated rack space and connecting to rack power per the Cisco installation guide.
    - i. Verifying MXE 3500 will power-up and is operational without alarms.
    - ii. Network connectivity to the MXE 3500.
    - iii. Integration configuration of MXE 3500 per the Cisco MXE/TCS/SnS guide.
    - iv. Configuration of graphic capabilities.

- v. Verify access capabilities.
  - d. Installation & configuration of DMM per the Cisco Installation guide.
    - i. Installation & configuration of SnS per the Cisco installation guide.
    - ii. Integration configuration of DMM/SnS per the Cisco C-T-S integration guides.
    - iii. Verify access capabilities.
    - iv. Verify C-T-S (capture-transform-share) workflow capabilities.
- (7) Infrastructure Testing (Beverly Hills & Long Beach):
- a. Testing connectivity inbound and outbound from the network
  - b. Verifying registrations
  - c. Verifying multipoint conferences
  - d. Verifying MultiWay
  - e. Verifying Jabber Video client operation
  - f. Verifying TMS scheduling
  - g. Verifying recording
  - h. Verifying access to Show & Share
  - i. Perform user orientation on all infrastructure components.
- (8) Post-Installation (Classrooms & Infrastructure):
- a. Documenting and labeling all cables
  - b. Providing documentation after installation is complete
  - c. Provide user orientation
  - d. Provide service coverage contact information

#### **E. TRAINING:**

- (1) Administrator Training
- a. *Classroom Administrators:* Provide all necessary Classroom Administrator training sessions for not less than two (2) and up to six (6) people at each location. Classroom Administrator training sessions shall include proper administration of each classroom configuration, specific to each individual location, and will include as much detail as necessary to ensure that the appropriate location managers, as specified by the City of Beverly Hills Project Manager, Michael Liongson, receive the proper knowledge transfer. Training shall be provided for at least two (2) days at each location to ensure that all necessary personnel receive the training. The two (2) days may not necessarily be consecutive, but shall be scheduled not more than two weeks apart. Both the dates and the length of each training session shall be determined as mutually agreed upon and approved by the City's Project Manager, the location manager(s), and the Contractor.
  - b. *System Administrators:* Provide all necessary System Administrator training sessions for not less than two (2) and up to six (6) people at each infrastructure location (Beverly Hills & Long Beach). System Administrator training sessions shall include proper administration of each infrastructure configuration, and will include as much detail as necessary to ensure that the appropriate location managers, as specified by the City of Beverly Hills project manager (Michael Liongson), receive the proper knowledge transfer. Training shall be provided for at

least two (2) days at each location to ensure that all necessary personnel receive the training. The two (2) days may not necessarily be consecutive, but shall be scheduled not more than two weeks apart. Both the dates and the length of each training session shall be determined as mutually agreed upon and approved by the City's Project Manager, the location manager(s), and the Contractor.

- (2) User Training: Provide a 1-day training session to be located at the City of Beverly Hills, for not less than twenty-five (25) and up to fifty (50) people, as specified by the City's Project Manager. This User training shall be structured in a lecture, "train the trainer" format which shall include proper background, and materials to complete the knowledge transfer necessary for each attendee to be able to successfully train other users to operate the Smart Classroom environments.
- (3) Documentation: Provide all manuals and documentation for proper use and administration of the systems. Documentation shall be provided in electronic format for easy distribution throughout the Regional Smart Classroom network.

#### F. SPECIFICATIONS

LOCATION ID#	PHASE 1	PHASE 2	SIZE	LOCATION DESCRIPTION
RFSC-1	X		N/A	Beverly Hills Core Infrastructure
RFSC-2		X	Medium	Alhambra
RFSC-3	X		Large	Beverly Hills Fire Station #1
RFSC-4		X	Large	Burbank Fire Training
RFSC-5		X	Medium	Compton Fire Station #3
RFSC-6		X	Small	Culver City Fire Training
RFSC-7		X	Large	Del Valle Fire Training Center (Classroom D)
RFSC-8		X	Large	Downey Fire Training
RFSC-9		X	Large	FHMTTC (Room 205)
RFSC-10		X	Large	Glendale Fire Training - Station #21
RFSC-11	X		Medium	Lancaster Fire Station #129 / Training Center
RFSC-12	X		Small	Long Beach Fire Station #1
RFSC-13		X	N/A	Long Beach Fire Agency / Infrastructure
RFSC-14	X		Medium	Los Angeles Regional Fire Training, Station #89
RFSC-15		X	Medium	Santa Monica Fire Training
RFSC-16	X		Small	South Pasadena Fire station #81
RFSC-17		X	Medium	Torrance Fire Station #1
RFSC-18		X	Medium	Vernon Fire Station #1

See Attachment 1 to Appendix B for Detailed Location List containing parts for each location.

#### G. PARTS LIST

See Attachment 2 to Appendix B for Detailed Parts List.

**H. DRAWINGS**

See Attachment 3 to Appendix B for Drawings – layouts for each location.

**5.1 TIME OF PERFORMANCE**

A. The work for this bid package is specified to be completed not more than 210 calendar days from the date of Notice to Proceed.

B. For funding purposes, the project shall be split into two phases. Where indicated, those locations must be completed as Phase 1 and Phase 2 respectively.

C. Phase 1 must be completed, including all testing, training, and receipt of all related invoices within 90 days from receipt of a written notice to proceed, but in any case, by no later than January 31, 2013.

D. Phase 2 must be completed, including all testing, training, and receipt of all related invoices within not more than 210 days from receipt of a written notice to proceed, but in any case, by no later than May 31, 2013.

**SECTION 6: BIDDER'S BID**

**6.0 Bidder's Bid.** The Bidder's Bid Form is provided, and by this reference it is incorporated herein. This form must be completed by the bidder and submitted to the City.

**BID FORM**

**NOTE: Any Alteration or Addition to the Bid Form May Invalidate the Bid**

TO: THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF BEVERLY HILLS

The undersigned, having carefully examined the site conditions and the Contract Documents for

HEREBY PROPOSES AND AGREES to commence the Work per the Agreement; to furnish all labor, materials, equipment, transportation, service, sales taxes, and other costs necessary to complete the Work in 30 calendar days from the date of Notice To Proceed, in strict conformity with the Contract Documents, at prices indicated below.

**TOTAL LUMP SUM BASE BID:**

\_\_\_\_\_  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**TOTAL PHASE 1 PRICING**

(Including all costs, fees, applicable taxes, etc.): \$ \_\_\_\_\_

**TOTAL PHASE 2 PRICING**

(Including all costs, fees, applicable taxes, etc.): \$ \_\_\_\_\_

This total lump sum base bid and Phase 1 and Phase 2 pricing includes the pricing for goods and services as detailed in the "Itemized Pricing" attached hereto as Attachment 1 to Appendix D (also provided to bidders in Excel format to fill-in electronically). System warranties other than the parts warranties included in the Itemized Pricing are separate and detailed below.

**SYSTEM WARRANTY**

3 years: \_\_\_\_\_

5 years: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 7: SIGNATURE PAGE AND LEGAL STATUS**

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

Bid proposal by \_\_\_\_\_  
(Name of Firm)

Legal status of bidder: Please check the appropriate box:

- A. Corporation  State \_\_\_\_\_ of \_\_\_\_\_  
Incorporation \_\_\_\_\_
- B. Partnership  List Names \_\_\_\_\_  
\_\_\_\_\_
- C. DBA  State full name \_\_\_\_\_  
DBA \_\_\_\_\_
- D. Other  Explain \_\_\_\_\_  
\_\_\_\_\_

Signature of Bidder \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature)

Signature of Bidder \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Signature)

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Telephone # ( ) \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Bidder acknowledges receipt of the following Addenda:

<b>ADDENDUM NO.</b>	<b>BIDDER'S INITIALS</b>
_____	_____
_____	_____
_____	_____

**SECTION 8: ADDITIONAL FORMS**

**8.0 Additional Forms**

- a. Experience Form
- b. Affidavit of Non-Collusion
- c. Statement Acknowledging Obligation To Comply With California Labor Laws
- d. Faithful Performance Bond
- e. Payment Bond
- f. Certificate of Insurance

EXPERIENCE FORM

Bidder has been engaged in business under the present business name, \_\_\_\_\_, for \_\_\_\_\_ years.

State Contractor's License # \_\_\_\_\_ Class \_\_\_\_\_

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:

<u>Year</u>	<u>Project Description</u>	<u>Contract Amount</u>	<u>Location</u>	<u>For Whom Performed</u>

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

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AFFIDAVIT OF NON-COLLUSION

State of California )

) ss.

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, disposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ 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.

\_\_\_\_\_  
Contractor

\_\_\_\_\_

\_\_\_\_\_

attach appropriate  
notary acknowledgments

**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:

"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: \_\_\_\_\_, 20\_\_      Signature: \_\_\_\_\_

FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Beverly Hills, hereinafter "City" has awarded to \_\_\_\_\_, hereinafter designated as "Principal," a Contract for \_\_\_\_\_.

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, the Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total Contract Sum, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal, its heirs, executors, administrators, successors, assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect. In case suit is brought upon this bond, the Surety shall pay reasonable attorneys' fees to the Owner in an amount to be fixed by the court.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents, or of the work to be performed thereunder, shall in any way affect the obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal \_\_\_\_\_ Surety \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

PAYMENT BOND

WHEREAS, the City of Beverly Hills, hereinafter "City" has awarded to \_\_\_\_\_, hereinafter designated as "Principal," a Contract for \_\_\_\_\_

WHEREAS, said Principal is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, the Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total Contract Sum, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay reasonable attorneys' fees to the plaintiff(s) and Owner in an amount to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents, or of the work to be performed thereunder, shall in any way affect the obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal \_\_\_\_\_

By \_\_\_\_\_

Surety \_\_\_\_\_

By \_\_\_\_\_



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS**

COMPANY (A, B, C)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Exhibit C

**BIDDER'S CHECK LIST**

**TO THE BIDDER:**

The following checklist is provided for the convenience of both you and the City to help eliminate errors or omissions which may render your bid non-responsive. Please check all appropriate boxes and submit this page with your bid.

1.     **BID PROPOSAL**  
  
          Enclosed \_\_\_\_\_
  
2.     **AFFIDAVIT OF NONCOLLUSION**  
  
          Enclosed \_\_\_\_\_  
  
          Signed by Bidder
  
3.     **STATEMENT ACKNOWLEDGING OBLIGATION TO COMPLY  
          WITH CALIFORNIA LABOR LAW REQUIREMENTS**  
  
          Enclosed \_\_\_\_\_  
  
          Signed by Bidder
  
4.     **BID FORM**  
  
          Enclosed \_\_\_\_\_  
  
          Signed by Bidder \_\_\_\_\_
  
5.     **SECTION 6: SIGNATURE AND LEGAL STATUS**  
  
          Enclosed \_\_\_\_\_  
  
          Signed by Bidder \_\_\_\_\_
  
6.     **SECTION 7: EXPERIENCE FORM**  
  
          Enclosed \_\_\_\_\_

Make sure DELIVERY of your completed documents is made to the City Clerk, 455 North Rexford Drive, Room 290, Beverly Hills, CA 90210, prior to Bid Opening time. It is YOUR responsibility to mail your bid sufficiently early or deliver it in person.

## PUBLIC CONTRACT CODE

## ARTICLE 1.5. RESOLUTION OF CONSTRUCTION CLAIMS

## §20104:

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arises between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans and specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

## §20104.2:

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation, or within a period of

time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time a claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§20104.4:

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a

time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.

(c) The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

#### §20104.6:

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

#### §20104.8:

(a) This article shall remain in effect only until January 1, 1994, and as of that date is repealed, unless a later enacted statute, which is enacted before January 1, 1994, deletes or extends that date.

(b) As stated in subdivision (c) of Section 20104, any contract entered into between January 1, 1991, and January 1, 1994, which is subject to this article shall incorporate this article. To that end, these contracts shall be subject to this article even if this article is repealed pursuant to subdivision (a).

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 \_\_\_\_\_ ("Contractor"), a \_\_\_\_\_, whose address \_\_\_\_\_.

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 6: BIDDER'S BID / BID FORM

as contained in City's Bid Document for Bid No. ##-## dated July 16, 2012, and

**SECTION 8: SIGNATURE PAGE AND LEGAL STATUS**

of Contractors' 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 180 calendar days from the date of 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 a sum not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), 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: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF BEVERLY HILLS  
"City"

\_\_\_\_\_  
"Contractor"

\_\_\_\_\_  
WILLIAM W. BRIEN. MD  
Mayor

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
BYRON POPE  
City Clerk

APPROVED TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
LAURENCE WIENER  
City Attorney

\_\_\_\_\_  
JEFF KOLIN  
City Manager

FUNDS AVAILABLE:

\_\_\_\_\_  
SCOTT G. MILLER  
Chief Financial Officer

\_\_\_\_\_  
TIMOTHY J. SCRANTON  
Fire Chief

\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

**APPENDIX B**

**SCOPE OF WORK**

**1.0 GENERAL REQUIREMENTS**

The scope of work for this bid package is described below. The City has relied on the recommendation of Los Angeles Area Fire Chiefs Association Regional Training Group (LAAFCA RTG) based on previous studies related to the appropriate technology solutions for the LAAFCA RTG plans for interactive regional training facilities. All Smart Classroom designs are based on the Cisco C90 TelePresence System.

**(See Section 5)**

Beverly Hills Core Infrastructure

ATTACHMENT 1

APPENDIX B

<b>Beverly Hills Core Infrastructure (RFSC-1 / PHASE 1)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>CISCO TELEPRESENCE TCS, MXE3500 &amp; SHOW AND SHARE (Recording and Streaming):</b>		
CVC-BUN-WKG-K9	Video Content Bundle for Workgroup	1
CVC-MXE-BGL-K9	MXE3500 BGL CVC Bundle (HW V2, SW, Graph, Live license)	1
CON-ECDN-CVCMXEB	ESS WITH 8X5XNBD MXE3500 BGL CVC Bundle	1
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	1
MXE-3500-33LIC-K9	MXE-3500 Base Software V3.3	1
MXE-3500-4GB-DRAM2	4GB RAM for MXE3500	4
MXE-3500-8GB-DRAM2	8GB RAM for MXE3500 V2	4
MXE-3500-GRLIC	MXE-3500 Graphics Option	1
MXE-3500-LVLIC	MXE-3500 Live Option	1
MXE-3500-UILIC	MXE 3500 Conversion User Interface	1
CVC-TCS-5RP-K9	TCS PRO 5 RP, 2 Live CVC Bundle	1
CON-ECDN-CVCTCS5	ESS WITH 8X5XNBD TCS PRO 5 RP, 2 Live CVC Bundle	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
LIC-TCS-2L	2 Live Output Calls License	1
LIC-TCS-5.0-K9	CTCS Version 5.0 software - license	1
LIC-TCS-5R	5 Recording Call License	1
LIC-TCS-PRO	Premium Resolution Option for TCS	1
SW-TCS-5.0-K9	CTCS Version 5.0 software	1
SNSC200-CVC-K9	DMS Show and Share Server WKGP for CVC Bundle, HW	1
CON-ECDN-SNSC200C	ESS WITH 8X5XNBD DMS Show and Share S	1
DMS-4GBSR-1X041RX	DMS 4GB DDR3-1333-MHz RDIMM/PC3-10600/1R/1, HW	2
DMS-650WPS-SB	DMS 650W UCS Server Power Supply SB, HW	1
DMS-PCIE-RAID	DMS LSI 1064E (4-port SAS 3.0G RAID), HW	1
DVAUTHOR-FL-50	Show-n-Share Feature License for Up To 50 Authors	4
DVR52-K9	Show-n-Share Reports V5.2 Perptl. SW Lic.	1
SNS-WKGP-52-K9	Show and Share Workgroup BaseV5.2 Perptl SW	1
CAB-AC-C5	AC Power Cord, Type C5, US	1
CVC-DMS-DMM-K9	DMS DMM Server for CVC Bundle, HW	1
CON-ECDN-CVCDMSK	ESS WITH 8X5XNBD DMS DMM Server for CVC Workgroup Bundle	1
DMMC210-CVC-K9	DMS Digital Media Manager Server for CVC Bundle, HW	1
DMM-BASE-52-K9	Digital Media Mgr Base V5.2 Perptl SW	1
DMM-DVM52-K9	DMM Show-n-Share Module V5.2 Perptl. SW Lic.	1
DMS-4GBSR-1X041RX	DMS 4GB DDR3-1333-MHz RDIMM/PC3-10600/1R/1, HW	3
DMS-650WPS-SB	DMS 650W UCS Server Power Supply SB, HW	2
CAB-AC-C5	AC Power Cord, Type C5, US	2
<b>CISCO TELEPRESENCE MCU</b>		
CTI-5320-MCU-K9	Cisco TelePresence MCU 5320 up to 40 SD ports	2
CON-ECDN-CTI5320M	ESS WITH 8X5XNBD Telepresence MCU 5320 up to 40 SD ports	2

Beverly Hills Core Infrastructure

Product	Description	Quantity
PWR-CORD-US-C	34-0003-01 CABLE, IEC C-13 to USA mains lead, UL	2
LIC-AESMCU53-K9	AES and HTTPS option for MCU 5300 Series	2
CTI-5300-CAB2MCU	Cisco TelePresence MCU 5300 Series Stacking Cable	2
CON-ECDN-CTI53CAB	ESS WITH 8X5XNBD MCU 5300 Series Stacking Cable	2
LIC-5300-4PL	1 Full HD / 2 HD / 4 SD ports on MCU 5300 Series	16
CON-ECDN-LIC5304P	ESS WITH 8X5XNBD 1 Full HD/2 HD/4 SD ports on MCU5300	16
LIC-5320-MCU-K9	License Key For MCU 5320 Software Image	2
SW-5300-MCU-K9	Software Image For MCU 5300 Series Latest Version	2
<b>CISCO TELEPRESENCE ADDITIONAL LICENSES:</b>		
L-VCS-PAK	VCS Licenses PAK PIDs	1
CON-ECDN-LVCSPAK	ESS WITH 8X5XNBD VCS Licenses PAK PIDs	1
L-VCS-FINDME	Order L-VCS-PAK for E-dlvry of VCS FindMe application	1
CON-ECDN-LVCFNDME	ESS WITH 8X5XNBD Video Communication Srvr - FindMe ap	1
L-VCSE-50	Order L-VCS-PAK for E-dlvry of 50 VCS traversal calls	1
CON-ECDN-LVCSE50	ESS WITH 8X5XNBD Video Comm Server - 50 Traversal Calls	1
L-TMS-SW-PAK	TMS Suite e-Delivery License PAK	1
CON-ECMU-LTMSWPAK	ESS SW SUPP+UPGR TMS Licenses PAK PIDs	1
L-TMS-25	Order L-TMS-APL-PAK for E-deliveryof add TMS 25 system lic	2
CON-ECMU-LTMS25	ESS SW SUPP+UPGR TMS Management Suite - Addl 25 Sys	2

<b>Alhambra Fire Training (RFSC-2 / MEDIUM / PHASE 2)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>CISCO TELEPRESENCE CODEC, OPTION LICENSES &amp; STUDENT CAMERA:</b>		
CTS-INTP-C90-K9	IntPkg C90 - NPP PHD 1080p Cam Rmt Cntrl 2 Mics Cbls ++	1
CON-ECDN-INTPC90	ESS WITH 8X5XNBD IntPkg C90-Incl NPP-Rackmt Kit-Rmt Cntrl	1
SW-S52000-TC5.XK9	Software 5.x Encryption	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	2
CTS-C90CODEC-K9	C90 Unit Codec	1
CTS-PHD1080P12XS2+	PrecisionHD Camera 1080p 12x Gen 2 for use in auto expand	1
CTS-RMT-TRC5	Remote Control TRC 5	1
LIC-CXX-NPP	Natural Presenter Package (NPP) for C Series Based Products	1
LIC-INTP-C90	License Key C90 IntPkg Codec	1
LIC-S52000-TCX.XK9	License Key Software Encrypted	1
<b>CISCO INSTRUCTOR CAMERA:</b>		
CTS-PHD1080P12XS2=	PrecisionHD Camera 1080p 12x Gen 2	1
CAB-PHDCNTRL-10FT=	PHD CAMERA CONTROL CABLE 10 ft	1
CAB-VCDC-20M=	PrecisionHD Camera Daisy-Chain cable For Visca Control-20m	1
CON-ECDN-HD1P12XS	ESS WITH 8X5XNBD PrecisionHD 1080p 12X Unit - Silver	1
<b>CISCO TELEPRESENCE TOUCH:</b>		
CTS-CTRL-DVC8=	Touch Control Device for C Series Profile - no handset	1
CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
<b>CISCO MICROPHONES:</b>		
CTS-MIC-CLNG=	Ceiling Mic Audio Science	3
CTS-MTKIT-UA=	Universal AudioScience Mounting Kit	3
<b>PERIPHERAL EQUIPMENT:</b>		
AV122	Promethean ActiView 122 Document Camera	1
ABMS587PEST	Promethean 587 PRO Mobile Interactive Whiteboard	1
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	1

ATTACHMENT 1

APPENDIX B

<b>Beverly Hills Fire Station #1 (RFSC-3 / LARGE / PHASE 1)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>CISCO TELEPRESENCE CODEC, OPTION LICENSES &amp; STUDENT CAMERA:</b>		
CTS-INTP-C90-K9	IntPkg C90 - NPP PHD 1080p Cam Rmt Cntrl 2 Mics Cbls ++	1
CON-ECDN-INTPC90	ESS WITH 8X5XNBD IntPkg C90-Incl NPP-Rackmt Kit-Rmt Cntrl	1
SW-S52000-TC5.XK9	Software 5.x Encryption	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	2
CTS-C90CODEC-K9	C90 Unit Codec	1
CTS-PHD1080P12XS2+	PrecisionHD Camera 1080p 12x Gen 2 for use in auto expand	1
CTS-RMT-TRC5	Remote Control TRC 5	1
LIC-CXX-NPP	Natural Presenter Package (NPP) for C Series Based Products	1
LIC-INTP-C90	License Key C90 IntPkg Codec	1
LIC-S52000-TCX.XK9	License Key Software Encrypted	1
<b>CISCO INSTRUCTOR CAMERA:</b>		
CTS-PHD1080P12XS2=	PrecisionHD Camera 1080p 12x Gen 2	1
CAB-PHDCNTRL-10FT=	PHD CAMERA CONTROL CABLE 10 ft	1
CAB-VCDC-20M=	PrecisionHD Camera Daisy-Chain cable For Visca Control-20m	1
CON-ECDN-HD1P12XS	ESS WITH 8X5XNBD PrecisionHD 1080p 12X Unit - Silver	1
<b>CISCO TELEPRESENCE TOUCH:</b>		
CTS-CTRL-DVC8=	Touch Control Device for C Series Profile - no handset	1
CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
<b>CISCO MICROPHONES:</b>		
CTS-MIC-CLNG=	Ceiling Mic Audio Science	4
CTS-MTKIT-UA=	Universal AudioScience Mounting Kit	4
<b>PERIPHERAL EQUIPMENT:</b>		
AV122	Promethean ActiView 122 Document Camera	1
ABMS587PEST	Promethean 587 PRO Mobile Interactive Whiteboard	1
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	1

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<b>Burbank Fire Training (RFSC-4 / LARGE / PHASE 2)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>CISCO TELEPRESENCE CODEC, OPTION LICENSES &amp; STUDENT CAMERA:</b>		
CTS-INTP-C90-K9	IntPkg C90 - NPP PHD 1080p Cam Rmt Cntrl 2 Mics Cbls ++	1
CON-ECDN-INTPC90	ESS WITH 8X5XNBD IntPkg C90-Incl NPP-Rackmt Kit-Rmt Cntrl	1
SW-S52000-TC5.XK9	Software 5.x Encryption	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	2
CTS-C90CODEC-K9	C90 Unit Codec	1
CTS-PHD1080P12XS2+	PrecisionHD Camera 1080p 12x Gen 2 for use in auto expand	1
CTS-RMT-TRC5	Remote Control TRC 5	1
LIC-CXX-NPP	Natural Presenter Package (NPP) for C Series Based Products	1
LIC-INTP-C90	License Key C90 IntPkg Codec	1
LIC-S52000-TCX.XK9	License Key Software Encrypted	1
<b>CISCO INSTRUCTOR CAMERA:</b>		
CTS-PHD1080P12XS2=	PrecisionHD Camera 1080p 12x Gen 2	1
CAB-PHDCNTRL-10FT=	PHD CAMERA CONTROL CABLE 10 ft	1
CAB-VCDC-20M=	PrecisionHD Camera Daisy-Chain cable For Visca Control-20m	1
CON-ECDN-HD1P12XS	ESS WITH 8X5XNBD PrecisionHD 1080p 12X Unit - Silver	1
<b>CISCO TELEPRESENCE TOUCH:</b>		
CTS-CTRL-DVC8=	Touch Control Device for C Series Profile - no handset	1
CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
<b>CISCO MICROPHONES:</b>		
CTS-MIC-CLNG=	Ceiling Mic Audio Science	6
CTS-MTKIT-UA=	Universal AudioScience Mounting Kit	6
<b>PERIPHERAL EQUIPMENT:</b>		
AV122	Promethean ActiView 122 Document Camera	1
ABMS587PEST	Promethean 587 PRO Mobile Interactive Whiteboard	1
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	1

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<b>Compton Fire Station #3 (RFSC-5 / MEDIUM / PHASE 2)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>CISCO TELEPRESENCE CODEC, OPTION LICENSES &amp; STUDENT CAMERA:</b>		
CTS-INTP-C90-K9	IntPkg C90 - NPP PHD 1080p Cam Rmt Cntrl 2 Mics CbIs ++	1
CON-ECDN-INTPC90	ESS WITH 8X5XNBD IntPkg C90-Incl NPP-Rackmt Kit-Rmt Cntrl	1
SW-S52000-TC5.XK9	Software 5.x Encryption	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	2
CTS-C90CODEC-K9	C90 Unit Codec	1
CTS-PHD1080P12XS2+	PrecisionHD Camera 1080p 12x Gen 2 for use in auto expand	1
CTS-RMT-TRC5	Remote Control TRC 5	1
LIC-CXX-NPP	Natural Presenter Package (NPP) for C Series Based Products	1
LIC-INTP-C90	License Key C90 IntPkg Codec	1
LIC-S52000-TCX.XK9	License Key Software Encrypted	1
<b>CISCO INSTRUCTOR CAMERA:</b>		
CTS-PHD1080P12XS2=	PrecisionHD Camera 1080p 12x Gen 2	1
CAB-PHDCNTRL-10FT=	PHD CAMERA CONTROL CABLE 10 ft	1
CAB-VCDC-20M=	PrecisionHD Camera Daisy-Chain cable For Visca Control-20m	1
CON-ECDN-HD1P12XS	ESS WITH 8X5XNBD PrecisionHD 1080p 12X Unit - Silver	1
<b>CISCO TELEPRESENCE TOUCH:</b>		
CTS-CTRL-DVC8=	Touch Control Device for C Series Profile - no handset	1
CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
<b>CISCO MICROPHONES:</b>		
CTS-MIC-CLNG=	Ceiling Mic Audio Science	2
CTS-MTKIT-UA=	Universal AudioScience Mounting Kit	2
<b>PERIPHERAL EQUIPMENT:</b>		
AV122	Promethean ActiView 122 Document Camera	1
ABMS587PEST	Promethean 587 PRO Mobile Interactive Whiteboard	1
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	1

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<b>Culver City Fire Training (RFSC-6 / SMALL / PHASE 2)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>CISCO TELEPRESENCE CODEC, OPTION LICENSES &amp; STUDENT CAMERA:</b>		
CTS-INTP-C40-WC-K9	IntPkg C40 - NPP PHD 1080p Cam Rmt Cntrl 1 Mic Cbls ++	1
CON-ECDN-INTCWCK9	ESS WITH 8X5XNBD IntPkg C40-Incl NPP,PHD1080-Rmt Cntrl	1
SW-S52000-TC5.XK9	Software 5.x Encryption	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	2
CTS-C40CODEC-K9	C40 Unit Codec	1
CTS-PHD1080P12XS+	PrecisionHD Camera 1080p 12x for use in auto expand	1
CTS-RMT-TRC5	Remote Control TRC 5	1
LIC-CXX-NPP	Natural Presenter Package (NPP) for C Series Based Products	1
LIC-INTP-C40	License Key C40 IntPkg Codec	1
LIC-S52000-TCX.XK9	License Key Software Encrypted	1
BRKT-PHD-MONITOR=	Bracket mounting for 12x PHDCAM to monitor	1
CAB-PHDCNTRL-10FT=	PHD CAMERA CONTROL CABLE 10 ft	1
<b>CISCO TELEPRESENCE TOUCH:</b>		
CTS-CTRL-DVC8=	Touch Control Device for C Series Profile - no handset	1
CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
<b>CISCO MICROPHONES:</b>		
CTS-MIC-CLNG=	Ceiling Mic Audio Science	2
CTS-MTKIT-UA=	Universal AudioScience Mounting Kit	2
<b>PERIPHERAL EQUIPMENT:</b>		
AV122	Promethean ActiView 122 Document Camera	1
ABMS587PEST	Promethean 587 PRO Mobile Interactive Whiteboard	1
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	1

<b>Del Valle Fire Training Center - Classroom D (RFSC-7 / LARGE / PH</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>CISCO TELEPRESENCE CODEC, OPTION LICENSES &amp; STUDENT CAMERA:</b>		
CTS-INTP-C90-K9	IntPkg C90 - NPP PHD 1080p Cam Rmt Cntrl 2 Mics Cbils ++	1
CON-ECDN-INTPC90	ESS WITH 8X5XNBD IntPkg C90-Incl NPP-Rackmt Kit-Rmt Cntrl	1
SW-S52000-TC5.XK9	Software 5.x Encryption	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	2
CTS-C90CODEC-K9	C90 Unit Codec	1
CTS-PHD1080P12XS2+	PrecisionHD Camera 1080p 12x Gen 2 for use in auto expand	1
CTS-RMT-TRC5	Remote Control TRC 5	1
LIC-CXX-NPP	Natural Presenter Package (NPP) for C Series Based Products	1
LIC-INTP-C90	License Key C90 IntPkg Codec	1
LIC-S52000-TCX.XK9	License Key Software Encrypted	1
<b>CISCO INSTRUCTOR CAMERA:</b>		
CTS-PHD1080P12XS2=	PrecisionHD Camera 1080p 12x Gen 2	1
CAB-PHDCNTRL-10FT=	PHD CAMERA CONTROL CABLE 10 ft	1
CAB-VCDC-20M=	PrecisionHD Camera Daisy-Chain cable For Visca Control-20m	1
CON-ECDN-HD1P12XS	ESS WITH 8X5XNBD PrecisionHD 1080p 12X Unit - Silver	1
<b>CISCO TELEPRESENCE TOUCH:</b>		
CTS-CTRL-DVC8=	Touch Control Device for C Series Profile - no handset	1
CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
<b>CISCO MICROPHONES:</b>		
CTS-MIC-CLNG=	Ceiling Mic Audio Science	6
CTS-MTKIT-UA=	Universal AudioScience Mounting Kit	6
<b>PERIPHERAL EQUIPMENT:</b>		
AV122	Promethean ActiView 122 Document Camera	1
ABMS587PEST	Promethean 587 PRO Mobile Interactive Whiteboard	1
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	1

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<b>Downey Fire Training (RFSC-8 / LARGE / PHASE 2)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>PERIPHERAL EQUIPMENT:</b>		
AV122	Promethean ActiView 122 Document Camera	1
ABMS587PEST	Promethean 587 PRO Mobile Interactive Whiteboard	1
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	1

<b>FHMTc - HOTCHKINS - Room 205 (RFSC-9 / LARGE / PHASE 2)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>CISCO TELEPRESENCE CODEC, OPTION LICENSES &amp; STUDENT CAMERA:</b>		
CTS-INTP-C90-K9	IntPkg C90 - NPP PHD 1080p Cam Rmt Cntrl 2 Mics Cbls ++	1
CON-ECDN-INTPC90	ESS WITH 8X5XNBD IntPkg C90-Incl NPP-Rackmt Kit-Rmt Cntrl	1
SW-S52000-TC5.XK9	Software 5.x Encryption	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	2
CTS-C90CODEC-K9	C90 Unit Codec	1
CTS-PHD1080P12XS2+	PrecisionHD Camera 1080p 12x Gen 2 for use in auto expand	1
CTS-RMT-TRC5	Remote Control TRC 5	1
LIC-CXX-NPP	Natural Presenter Package (NPP) for C Series Based Products	1
LIC-INTP-C90	License Key C90 IntPkg Codec	1
LIC-S52000-TCX.XK9	License Key Software Encrypted	1
<b>CISCO INSTRUCTOR CAMERA:</b>		
CTS-PHD1080P12XS2=	PrecisionHD Camera 1080p 12x Gen 2	1
CAB-PHDCNTRL-10FT=	PHD CAMERA CONTROL CABLE 10 ft	1
CAB-VCDC-20M=	PrecisionHD Camera Daisy-Chain cable For Visca Control-20m	1
CON-ECDN-HD1P12XS	ESS WITH 8X5XNBD PrecisionHD 1080p 12X Unit - Silver	1
<b>CISCO TELEPRESENCE TOUCH:</b>		
CTS-CTRL-DVC8=	Touch Control Device for C Series Profile - no handset	1
CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
<b>CISCO MICROPHONES:</b>		
CTS-MIC-CLNG=	Ceiling Mic Audio Science	5
CTS-MTKIT-UA=	Universal AudioScience Mounting Kit	5
<b>PERIPHERAL EQUIPMENT:</b>		
AV122	Promethean ActiView 122 Document Camera	1
ABMS587PEST	Promethean 587 PRO Mobile Interactive Whiteboard	1
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	1

<b>Glendale Fire Training - Station #21 (RFSC-10 / LARGE / PHASE 2)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>CISCO TELEPRESENCE CODEC, OPTION LICENSES &amp; STUDENT CAMERA:</b>		
CTS-INTP-C90-K9	IntPkg C90 - NPP PHD 1080p Cam Rmt Cntrl 2 Mics Cbls ++	1
CON-ECDN-INTPC90	ESS WITH 8X5XNBD IntPkg C90-Incl NPP-Rackmt Kit-Rmt Cntrl	1
SW-S52000-TC5.XK9	Software 5.x Encryption	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	2
CTS-C90CODEC-K9	C90 Unit Codec	1
CTS-PHD1080P12XS2+	PrecisionHD Camera 1080p 12x Gen 2 for use in auto expand	1
CTS-RMT-TRC5	Remote Control TRC 5	1
LIC-CXX-NPP	Natural Presenter Package (NPP) for C Series Based Products	1
LIC-INTP-C90	License Key C90 IntPkg Codec	1
LIC-S52000-TCX.XK9	License Key Software Encrypted	1
<b>CISCO INSTRUCTOR CAMERA:</b>		
CTS-PHD1080P12XS2=	PrecisionHD Camera 1080p 12x Gen 2	1
CAB-PHDCNTRL-10FT=	PHD CAMERA CONTROL CABLE 10 ft	1
CAB-VCDC-20M=	PrecisionHD Camera Daisy-Chain cable For Visca Control-20m	1
CON-ECDN-HD1P12XS	ESS WITH 8X5XNBD PrecisionHD 1080p 12X Unit - Silver	1
<b>CISCO TELEPRESENCE TOUCH:</b>		
CTS-CTRL-DVC8=	Touch Control Device for C Series Profile - no handset	1
CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
<b>CISCO MICROPHONES:</b>		
CTS-MIC-CLNG=	Ceiling Mic Audio Science	4
CTS-MTKIT-UA=	Universal AudioScience Mounting Kit	4
<b>PERIPHERAL EQUIPMENT:</b>		
AV122	Promethean ActiView 122 Document Camera	1
ABMS587PEST	Promethean 587 PRO Mobile interactive Whiteboard	1
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	1

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<b>Lancaster Fire Station #129 (RFSC-11 / MEDIUM / PHASE 1)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>CISCO TELEPRESENCE CODEC, OPTION LICENSES &amp; STUDENT CAMERA:</b>		
CTS-INTP-C90-K9	IntPkg C90 - NPP PHD 1080p Cam Rmt Cntrl 2 Mics Cbls ++	1
CON-ECDN-INTPC90	ESS WITH 8X5XNBD IntPkg C90-Incl NPP-Rackmt Kit-Rmt Cntrl	1
SW-S52000-TC5.XK9	Software 5.x Encryption	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	2
CTS-C90CODEC-K9	C90 Unit Codec	1
CTS-PHD1080P12XS2+	PrecisionHD Camera 1080p 12x Gen 2 for use in auto expand	1
CTS-RMT-TRC5	Remote Control TRC 5	1
LIC-CXX-NPP	Natural Presenter Package (NPP) for C Series Based Products	1
LIC-INTP-C90	License Key C90 IntPkg Codec	1
LIC-S52000-TCX.XK9	License Key Software Encrypted	1
<b>CISCO INSTRUCTOR CAMERA:</b>		
CTS-PHD1080P12XS2=	PrecisionHD Camera 1080p 12x Gen 2	1
CAB-PHDCNTRL-10FT=	PHD CAMERA CONTROL CABLE 10 ft	1
CAB-VCDC-20M=	PrecisionHD Camera Daisy-Chain cable For Visca Control-20m	1
CON-ECDN-HD1P12XS	ESS WITH 8X5XNBD PrecisionHD 1080p 12X Unit - Silver	1
<b>CISCO TELEPRESENCE TOUCH:</b>		
CTS-CTRL-DVC8=	Touch Control Device for C Series Profile - no handset	1
CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
<b>CISCO MICROPHONES:</b>		
CTS-MIC-CLNG=	Ceiling Mic Audio Science	3
CTS-MTKIT-UA=	Universal AudioScience Mounting Kit	3
<b>PERIPHERAL EQUIPMENT:</b>		
AV122	Promethean ActiView 122 Document Camera	1
ABMS587PEST	Promethean 587 PRO Mobile Interactive Whiteboard	1
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	1

<b>Long Beach Fire Station 1 (RFSC-12 / SMALL / PHASE 1)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>CISCO TELEPRESENCE CODEC, OPTION LICENSES &amp; STUDENT CAMERA:</b>		
CTS-INTP-C40-WC-K9	IntPkg C40 - NPP PHD 1080p Cam Rmt Cntrl 1 Mic Cbls ++	1
CON-ECDN-INTCWCK9	ESS WITH 8X5XNBD IntPkg C40-Incl NPP,PHD1080-Rmt Cntrl	1
SW-S52000-TC5.XK9	Software 5.x Encryption	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	2
CTS-C40CODEC-K9	C40 Unit Codec	1
CTS-PHD1080P12XS+	PrecisionHD Camera 1080p 12x for use in auto expand	1
CTS-RMT-TRC5	Remote Control TRC 5	1
LIC-CXX-NPP	Natural Presenter Package (NPP) for C Series Based Products	1
LIC-INTP-C40	License Key C40 IntPkg Codec	1
LIC-S52000-TCX.XK9	License Key Software Encrypted	1
BRKT-PHD-MONITOR=	Bracket mounting for 12x PHDCAM to monitor	1
CAB-PHDCNTRL-10FT=	PHD CAMERA CONTROL CABLE 10 ft	1
<b>CISCO TELEPRESENCE TOUCH:</b>		
CTS-CTRL-DVC8=	Touch Control Device for C Series Profile - no handset	1
CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
<b>CISCO MICROPHONES:</b>		
CTS-MIC-CLNG=	Ceiling Mic Audio Science	2
CTS-MTKIT-UA=	Universal AudioScience Mounting Kit	2
<b>PERIPHERAL EQUIPMENT:</b>		
AV122	Promethean ActiView 122 Document Camera	1
ABMS587PEST	Promethean 587 PRO Mobile Interactive Whiteboard	1
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	1

<b>Long Beach Fire Training (RFSC-13 / PHASE 2)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
CTI-VCS-CONTRL-K9	VCS Control	1
CON-ECDN-SCNTRLK9	ESS WITH 8X5XNBD VCS Cntrl	1
SW-VCS-7.X-K9	Software Image for VCS with Encryption, Version 7.X	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
LIC-VCS-10	Video Comm Server 10 Add Non-traversal Network Calls	1
CON-ECDN-LICVCS10	ESS WITH 8X5XNBD VCS 10 Add Non-traversal Ntwk Calls	1
LIC-VCS-FINDME	Video Communication Server - FindMe application	1
CON-ECDN-VCFINDME	ESS WITH 8X5XNBD Video Communication Server - FindMe App	1
LIC-VCS-GW	Enable GW Feature (H323-SIP)	1
LIC-VCSE-100	Video Communication Server - 100 Traversal Calls	1
LIC-VCS-BASE-K9	License Key - VCS K9 Software Image, Used During DF	1
CTI-VCS-EXPRESS-K9	VCS Expressway	1
CON-ECDN-SEPRESK9	ESS WITH 8X5XNBD VCS Expressway	1
SW-VCS-7.X-K9	Software Image for VCS with Encryption, Version 7.X	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
LIC-VCS-DI	Video Comm Svr Dual Ntwrk Interface and Static NAT	1
LIC-VCSE-5	Video Communication Server - 5 Traversal Calls	1
CON-ECDN-LICVCSE5	ESS WITH 8X5XNBD Video Comm Svr - add 5 Traversal Calls	1
LIC-VCS-1800TURN	VCS 1800 TURN Relay option	1
LIC-VCS-GW	Enable GW Feature (H323-SIP)	1
LIC-VCSE-E	Enable Expressway feature	1
LIC-VCS-BASE-K9	License Key - VCS K9 Software Image, Used During DF	1
CTI-TMS-SW-K9	Cisco TelePresence Management Suite - Includes 10 Systems	1
CON-ECMU-CTITMSSW	ESS SW SUPP+UPGR TMS Mgmt Suite Svr Lic-Incl 10 Syss	1
LIC-TMS-10-UPG	Cisco TMS - Additional 10 Systems	1
LIC-TMS-APL-S80100	TMS Lic Key Base Software Image, Used During DF	1
LIC-TMS-SPUPG-PAK	TMS Starter Pack Upgrade PAK	1
SW-TMS-APL-S80100	TMS Base Software Image Latest Version	1
LIC-MOVI-25	Jabber Video 25 Additional User Licences	1
CON-ECMU-MOVI-25	ESS SW SUPP+UPGR Movi TMS 25 Additional User Licences	1
CTS-EDGE95-K9	Edge95MXP w/ 1 mic, NPP, MS, 512kbps ISDN 2 Mbps IP, PHDCam	1
CON-EC4N-EDGE95	ESS 24X7X4 Edge 95 MXP with PrecisionHD Camera	1
SW-S50000-K9	SW Image Encrypted	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
CTS-NTSC	NTSC Option	1
CTS-EDGEXX-K9	Edge Series Codec	1
CTS-PHD-S	PrecisionHD Camera w/ 2mcable, codec S/N Req	1
CTS-RMT-TRC4	Remote Control IV	1
LIC-EDG95	Edge 95MXP Product ID License	1
LIC-EDG95-BW1	Edge 95 MXP IP only to 512 kbps ISDN/2 Mbps IP	1
LIC-EDG95-MS	Edge 95 MXP MultiSite (MS) Option (Requires NPP)	1
LIC-EDG95-NPP	Edge 95 MXP Natural Presenter Package (NPP) Option	1
LIC-S50000-K9	License Key Software Encrypted	1

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<b>LA Regional Fire Training - Station #89 (RFSC-14 / MEDIUM / PHASE 1)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>CISCO TELEPRESENCE CODEC, OPTION LICENSES &amp; STUDENT CAMERA:</b>		
CTS-INTP-C90-K9	IntPkg C90 - NPP PHD 1080p Cam Rmt Cntrl 2 Mics Cbls ++	1
CON-ECDN-INTPC90	ESS WITH 8X5XNBD IntPkg C90-Incl NPP-Rackmt Kit-Rmt Cntrl	1
SW-S52000-TC5.XK9	Software 5.x Encryption	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	2
CTS-C90CODEC-K9	C90 Unit Codec	1
CTS-PHD1080P12XS2+	PrecisionHD Camera 1080p 12x Gen 2 for use in auto expand	1
CTS-RMT-TRC5	Remote Control TRC 5	1
LIC-CXX-NPP	Natural Presenter Package (NPP) for C Series Based Products	1
LIC-INTP-C90	License Key C90 IntPkg Codec	1
LIC-S52000-TCX.XK9	License Key Software Encrypted	1
<b>CISCO INSTRUCTOR CAMERA:</b>		
CTS-PHD1080P12XS2=	PrecisionHD Camera 1080p 12x Gen 2	1
CAB-PHDCNTRL-10FT=	PHD CAMERA CONTROL CABLE 10 ft	1
CAB-VCDC-20M=	PrecisionHD Camera Daisy-Chain cable For Visca Control-20m	1
CON-ECDN-HD1P12XS	ESS WITH 8X5XNBD PrecisionHD 1080p 12X Unit - Silver	1
<b>CISCO TELEPRESENCE TOUCH:</b>		
CTS-CTRL-DVC8=	Touch Control Device for C Series Profile - no handset	1
CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
<b>CISCO MICROPHONES:</b>		
CTS-MIC-CLNG=	Ceiling Mic Audio Science	4
CTS-MTKIT-UA=	Universal AudioScience Mounting Kit	4
<b>PERIPHERAL EQUIPMENT:</b>		
AV122	Promethean ActiView 122 Document Camera	1
ABMS587PEST	Promethean 587 PRO Mobile Interactive Whiteboard	1
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	1

<b>Santa Monica Fire Training (RFSC-15 / MEDIUM / PHASE 2)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>CISCO TELEPRESENCE CODEC, OPTION LICENSES &amp; STUDENT CAMERA:</b>		
CTS-INTP-C90-K9	IntPkg C90 - NPP PHD 1080p Cam Rmt Cntrl 2 Mics Cbls ++	1
CON-ECDN-INTPC90	ESS WITH 8X5XNBD IntPkg C90-Incl NPP-Rackmt Kit-Rmt Cntrl	1
SW-S52000-TC5.XK9	Software 5.x Encryption	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	2
CTS-C90CODEC-K9	C90 Unit Codec	1
CTS-PHD1080P12XS2+	PrecisionHD Camera 1080p 12x Gen 2 for use in auto expand	1
CTS-RMT-TRC5	Remote Control TRC 5	1
LIC-CXX-NPP	Natural Presenter Package (NPP) for C Series Based Products	1
LIC-INTP-C90	License Key C90 IntPkg Codec	1
LIC-S52000-TCX.XK9	License Key Software Encrypted	1
<b>CISCO INSTRUCTOR CAMERA:</b>		
CTS-PHD1080P12XS2=	PrecisionHD Camera 1080p 12x Gen 2	1
CAB-PHDCNTRL-10FT=	PHD CAMERA CONTROL CABLE 10 ft	1
CAB-VCDC-20M=	PrecisionHD Camera Daisy-Chain cable For Visca Control-20m	1
CON-ECDN-HD1P12XS	ESS WITH 8X5XNBD PrecisionHD 1080p 12X Unit - Silver	1
<b>CISCO TELEPRESENCE TOUCH:</b>		
CTS-CTRL-DVC8=	Touch Control Device for C Series Profile - no handset	1
CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
<b>CISCO MICROPHONES:</b>		
CTS-MIC-CLNG=	Ceiling Mic Audio Science	3
CTS-MTKIT-UA=	Universal AudioScience Mounting Kit	3
<b>PERIPHERAL EQUIPMENT:</b>		
AV122	Promethean ActiView 122 Document Camera	1
ABMS587PEST	Promethean 587 PRO Mobile Interactive Whiteboard	1
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	1

<b>South Pasadena Fire Station #81 (RFSC-16 / SMALL / PHASE 1)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>CISCO TELEPRESENCE CODEC, OPTION LICENSES &amp; STUDENT CAMERA:</b>		
CTS-INTP-C40-WC-K9	IntPkg C40 - NPP PHD 1080p Cam Rmt Cntrl 1 Mic Cbls ++	1
CON-ECDN-INTCWCK9	ESS WITH 8X5XNBD IntPkg C40-Incl NPP,PHD1080-Rmt Cntrl	1
SW-S52000-TC5.XK9	Software 5.x Encryption	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	2
CTS-C40CODEC-K9	C40 Unit Codec	1
CTS-PHD1080P12XS+	PrecisionHD Camera 1080p 12x for use in auto expand	1
CTS-RMT-TRC5	Remote Control TRC 5	1
LIC-CXX-NPP	Natural Presenter Package (NPP) for C Series Based Products	1
LIC-INTP-C40	License Key C40 IntPkg Codec	1
LIC-S52000-TCX.XK9	License Key Software Encrypted	1
BRKT-PHD-MONITOR=	Bracket mounting for 12x PHDCAM to monitor	1
CAB-PHDCNTRL-10FT=	PHD CAMERA CONTROL CABLE 10 ft	1
<b>CISCO TELEPRESENCE TOUCH:</b>		
CTS-CTRL-DVC8=	Touch Control Device for C Series Profile - no handset	1
CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
<b>CISCO MICROPHONES:</b>		
CTS-MIC-CLNG=	Ceiling Mic Audio Science	2
CTS-MTKIT-UA=	Universal AudioScience Mounting Kit	2
<b>PERIPHERAL EQUIPMENT:</b>		
AV122	Promethean ActiView 122 Document Camera	1
ABMS587PEST	Promethean 587 PRO Mobile Interactive Whiteboard	1
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	1

<b>Torrance Fire Station #1 (RFSC-17 / MEDIUM / PHASE 2)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>CISCO TELEPRESENCE CODEC, OPTION LICENSES &amp; STUDENT CAMERA:</b>		
CTS-INTP-C90-K9	IntPkg C90 - NPP PHD 1080p Cam Rmt Cntrl 2 Mics Cbils ++	1
CON-ECDN-INTPC90	ESS WITH 8X5XNBD IntPkg C90-Incl NPP-Rackmt Kit-Rmt Cntrl	1
SW-S52000-TC5.XK9	Software 5.x Encryption	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	2
CTS-C90CODEC-K9	C90 Unit Codec	1
CTS-PHD1080P12XS2+	PrecisionHD Camera 1080p 12x Gen 2 for use in auto expand	1
CTS-RMT-TRC5	Remote Control TRC 5	1
LIC-CXX-NPP	Natural Presenter Package (NPP) for C Series Based Products	1
LIC-INTP-C90	License Key C90 IntPkg Codec	1
LIC-S52000-TCX.XK9	License Key Software Encrypted	1
<b>CISCO INSTRUCTOR CAMERA:</b>		
CTS-PHD1080P12XS2=	PrecisionHD Camera 1080p 12x Gen 2	1
CAB-PHDCNTRL-10FT=	PHD CAMERA CONTROL CABLE 10 ft	1
CAB-VCDC-20M=	PrecisionHD Camera Daisy-Chain cable For Visca Control-20m	1
CON-ECDN-HD1P12XS	ESS WITH 8X5XNBD PrecisionHD 1080p 12X Unit - Silver	1
<b>CISCO TELEPRESENCE TOUCH:</b>		
CTS-CTRL-DVC8=	Touch Control Device for C Series Profile - no handset	1
CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
<b>CISCO MICROPHONES:</b>		
CTS-MIC-CLNG=	Ceiling Mic Audio Science	4
CTS-MTKIT-UA=	Universal AudioScience Mounting Kit	4
<b>PERIPHERAL EQUIPMENT:</b>		
AV122	Promethean ActiView 122 Document Camera	1
ABMS587PEST	Promethean 587 PRO Mobile Interactive Whiteboard	1
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	1

<b>Vernon Fire Station #1 (RFSC-18 / MEDIUM / PHASE 2)</b>		
<b>Product</b>	<b>Description</b>	<b>Quantity</b>
<b>CISCO TELEPRESENCE CODEC, OPTION LICENSES &amp; STUDENT CAMERA:</b>		
CTS-INTP-C90-K9	IntPkg C90 - NPP PHD 1080p Cam Rmt Cntrl 2 Mics Cbls ++	1
CON-ECDN-INTPC90	ESS WITH 8X5XNBD IntPkg C90-Incl NPP-Rackmt Kit-Rmt Cntrl	1
SW-S52000-TC5.XK9	Software 5.x Encryption	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	2
CTS-C90CODEC-K9	C90 Unit Codec	1
CTS-PHD1080P12XS2+	PrecisionHD Camera 1080p 12x Gen 2 for use in auto expand	1
CTS-RMT-TRC5	Remote Control TRC 5	1
LIC-CXX-NPP	Natural Presenter Package (NPP) for C Series Based Products	1
LIC-INTP-C90	License Key C90 IntPkg Codec	1
LIC-S52000-TCX.XK9	License Key Software Encrypted	1
<b>CISCO INSTRUCTOR CAMERA:</b>		
CTS-PHD1080P12XS2=	PrecisionHD Camera 1080p 12x Gen 2	1
CAB-PHDCNTRL-10FT=	PHD CAMERA CONTROL CABLE 10 ft	1
CAB-VCDC-20M=	PrecisionHD Camera Daisy-Chain cable For Visca Control-20m	1
CON-ECDN-HD1P12XS	ESS WITH 8X5XNBD PrecisionHD 1080p 12X Unit - Silver	1
<b>CISCO TELEPRESENCE TOUCH:</b>		
CTS-CTRL-DVC8=	Touch Control Device for C Series Profile - no handset	1
CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	1
<b>CISCO MICROPHONES:</b>		
CTS-MIC-CLNG=	Ceiling Mic Audio Science	3
CTS-MTKIT-UA=	Universal AudioScience Mounting Kit	3
<b>PERIPHERAL EQUIPMENT:</b>		
AV122	Promethean ActiView 122 Document Camera	1
ABMS587PEST	Promethean 587 PRO Mobile Interactive Whiteboard	1
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	1

**ATTACHMENT 2**

**APPENDIX B**

<b>Product</b>	<b>Description</b>	<b>Quantity</b>
5PPRJSTND5YROSS	Promethean587 PRO Service Contract Coverage	16
ABMS587PEST	Promethean 587 PRO Mobile Interactive Whiteboard	16
AV122	Promethean ActiView 122 Document Camera	16
BRKT-PHD-MONITOR=	Bracket mounting for 12x PHDCAM to monitor	1
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	1
CAB-AC-C5	AC Power Cord, Type C5, US	3
CAB-PHDCNTRL-10FT=	PHD CAMERA CONTROL CABLE 10 ft	15
CAB-VCDC-20M=	PrecisionHD Camera Daisy-Chain cable For Visca Control-20m	14
CON-EC4N-EDGE95	ESS 24X7X4 Edge 95 MXP with PrecisionHD Camera	1
CON-ECDN-CTI5320M	ESS WITH 8X5XNBD Telepresence MCU 5320 up to 40 SD ports	2
CON-ECDN-CTI53CAB	ESS WITH 8X5XNBD MCU 5300 Series Stacking Cable	2
CON-ECDN-CTRLDVC8	ESS WITH 8X5XNBD InTouch 8 - Control Device	15
CON-ECDN-CVCDMSK	ESS WITH 8X5XNBD DMS DMM Server for CVC Workgroup Bundle	1
CON-ECDN-CVCMXEB	ESS WITH 8X5XNBD MXE3500 BGL CVC Bundle	1
CON-ECDN-CVCTCS5	ESS WITH 8X5XNBD TCS PRO 5 RP, 2 Live CVC Bundle	1
CON-ECDN-HD1P12XS	ESS WITH 8X5XNBD PrecisionHD 1080p 12X Unit - Silver	14
CON-ECDN-INTCWCK9	ESS WITH 8X5XNBD IntPkg C40-Incl NPP,PHD1080-Rmt Cntrl	1
CON-ECDN-INTPC90	ESS WITH 8X5XNBD IntPkg C90-Incl NPP-Rackmt Kit-Rmt Cntrl	14
CON-ECDN-LIC5304P	ESS WITH 8X5XNBD 1 Full HD/2 HD/4 SD ports on MCU5300	16
CON-ECDN-LICVCS10	ESS WITH 8X5XNBD VCS 10 Add Non-traversal Ntwk Calls	1
CON-ECDN-LICVCS5	ESS WITH 8X5XNBD Video Comm Svr - add 5 Traversal Calls	1
CON-ECDN-LVCFNDME	ESS WITH 8X5XNBD Video Communication Svr - FindMe ap	1
CON-ECDN-LVCSE50	ESS WITH 8X5XNBD Video Comm Server - 50 Traversal Calls	1
CON-ECDN-LVCSPAK	ESS WITH 8X5XNBD VCS Licenses PAK PIDs	1
CON-ECDN-SCNTRLK9	ESS WITH 8X5XNBD VCS Cntrl	1
CON-ECDN-SEPRESK9	ESS WITH 8X5XNBD VCS Expressway	1

## ATTACHMENT 2

## APPENDIX B

Product	Description	Quantity
CON-ECDN-SNSC200C	ESS WITH 8X5XNBD DMS Show and Share S	1
CON-ECDN-VCFINDME	ESS WITH 8X5XNBD Video Communication Server - FindMe App	1
CON-ECMU-CTITMSSW	ESS SW SUPP+UPGR TMS Mgmt Suite Svr Lic-Incl 10 Syss	1
CON-ECMU-LTMS25	ESS SW SUPP+UPGR TMS Management Suite - Addl 25 Systems	2
CON-ECMU-LTMSWPAK	ESS SW SUPP+UPGR TMS Licenses PAK PIDs	1
CON-ECMU-MOVI-25	ESS SW SUPP+UPGR Movi TMS 25 Additional User Licences	1
CTI-5300-CAB2MCU	Cisco TelePresence MCU 5300 Series Stacking Cable	2
CTI-5320-MCU-K9	Cisco TelePresence MCU 5320 up to 40 SD ports	2
CTI-TMS-SW-K9	Cisco TelePresence Management Suite - Includes 10 Systems	1
CTI-VCS-CONTRL-K9	VCS Control	1
CTI-VCS-EXPRESS-K9	VCS Expressway	1
CTS-C40CODEC-K9	C40 Unit Codec	3
CTS-C90CODEC-K9	C90 Unit Codec	12
CTS-CTRL-DVC8=	Touch Control Device for C Series Profile - no handset	15
CTS-EDGE95-K9	Edge95MXP w/ 1 mic, NPP, MS, 512kbps ISDN 2 Mbps IP, PHDCam	1
CTS-EDGEXX-K9	Edge Series Codec	1
CTS-INTP-C40-WC-K9	IntPkg C40 - NPP PHD 1080p Cam Rmt Cntrl 1 Mic Cbls ++	3
CTS-INTP-C90-K9	IntPkg C90 - NPP PHD 1080p Cam Rmt Cntrl 2 Mics Cbls ++	12
CTS-MIC-CLNG=	Ceiling Mic Audio Science	53
CTS-MTKIT-UA=	Universal AudioScience Mounting Kit	53
CTS-NTSC	NTSC Option	1
CTS-PHD1080P12XS+	PrecisionHD Camera 1080p 12x for use in auto expand	1
CTS-PHD1080P12XS2+	PrecisionHD Camera 1080p 12x Gen 2 for use in auto expand	12
CTS-PHD1080P12XS2=	PrecisionHD Camera 1080p 12x Gen 2	12
CTS-PHD-S	PrecisionHD Camera w/ 2mcable, codec S/N Req	1
CTS-RMT-TRC4	Remote Control IV	1
CTS-RMT-TRC5	Remote Control TRC 5	15
CVC-BUN-WKG-K9	Video Content Bundle for Workgroup	1
CVC-DMS-DMM-K9	DMS DMM Server for CVC Bundle, HW	1
CVC-MXE-BGL-K9	MXE3500 BGL CVC Bundle (HW V2, SW, Graph, Live license)	1

## ATTACHMENT 2

## APPENDIX B

Product	Description	Quantity
CVC-TCS-5RP-K9	TCS PRO 5 RP, 2 Live CVC Bundle	1
DMM-BASE-52-K9	Digital Media Mgr Base V5.2 Perptl SW	1
DMMC210-CVC-K9	DMS Digital Media Manager Server for CVC Bundle, HW	1
DMM-DVM52-K9	DMM Show-n-Share Module V5.2 Perptl. SW Lic.	1
DMS-4GBSR-1X041RX	DMS 4GB DDR3-1333-MHz RDIMM/PC3-10600/1R/1, HW	5
DMS-650WPS-SB	DMS 650W UCS Server Power Supply SB, HW	3
DMS-PCIE-RAID	DMS LSI 1064E (4-port SAS 3.0G RAID), HW	1
DVAUTHOR-FL-50	Show-n-Share Feature License for Up To 50 Authors	4
DVR52-K9	Show-n-Share Reports V5.2 Perptl. SW Lic.	1
LIC-5300-4PL	1 Full HD / 2 HD / 4 SD ports on MCU 5300 Series	16
LIC-5320-MCU-K9	License Key For MCU 5320 Software Image	3
LIC-AESMCU53-K9	AES and HTTPS option for MCU 5300 Series	3
LIC-CXX-NPP	Natural Presenter Package (NPP) for C Series Based Products	15
LIC-EDG95	Edge 95MXP Product ID License	1
LIC-EDG95-BW1	Edge 95 MXP IP only to 512 kbps ISDN/2 Mbps IP	1
LIC-EDG95-MS	Edge 95 MXP MultiSite (MS) Option (Requires NPP)	1
LIC-EDG95-NPP	Edge 95 MXP Natural Presenter Package (NPP) Option	1
LIC-INTP-C40	License Key C40 IntPkg Codec	1
LIC-INTP-C90	License Key C90 IntPkg Codec	14
LIC-MOVI-25	Jabber Video 25 Additional User Licences	1
LIC-S50000-K9	License Key Software Encrypted	1
LIC-S52000-TCX.XK9	License Key Software Encrypted	15
LIC-TCS-2L	2 Live Output Calls License	1
LIC-TCS-5.0-K9	CTCS Version 5.0 software - license	1
LIC-TCS-5R	5 Recording Call License	1
LIC-TCS-PRO	Premium Resolution Option for TCS	1
LIC-TMS-10-UPG	Cisco TMS - Additional 10 Systems	1
LIC-TMS-APL-S80100	TMS Lic Key Base Software Image, Used During DF	1
LIC-TMS-SPUPG-PAK	TMS Starter Pack Upgrade PAK	1
LIC-VCS-10	Video Comm Server 10 Add Non-traversal Network Calls	1
LIC-VCS-1800TURN	VCS 1800 TURN Relay option	1
LIC-VCS-BASE-K9	License Key - VCS K9 Software Image, Used During DF	1
LIC-VCS-BASE-K9	License Key - VCS K9 Software Image, Used During DF	1

**ATTACHMENT 2**

**APPENDIX B**

<b>Product</b>	<b>Description</b>	<b>Quantity</b>
LIC-VCS-DI	Video Comm Srvr Dual Ntwrk Interface and Static NAT	1
LIC-VCSE-100	Video Communication Server - 100 Traversal Calls	1
LIC-VCSE-5	Video Communication Server - 5 Traversal Calls	1
LIC-VCSE-E	Enable Expressway feature	1
LIC-VCS-FINDME	Video Communication Server - FindMe application	1
LIC-VCS-GW	Enable GW Feature (H323-SIP)	2
L-TMS-100	Order L-TMS-APL-PAK for E-dlvry of add TMS 100 system lic	1
L-TMS-SW-PAK	TMS Suite e-Delivery License PAK	1
L-VCSE-50	Order L-VCS-PAK for E-dlvry of 50 VCS traversal calls	1
L-VCS-FINDME	Order L-VCS-PAK for E-dlvry of VCS FindMe application	1
L-VCS-PAK	VCS Licenses PAK PIDs	1
MXE-3500-33LIC-K9	MXE-3500 Base Software V3.3	1
MXE-3500-4GB-DRAM2	4GB RAM for MXE3500	4
MXE-3500-8GB-DRAM2	8GB RAM for MXE3500 V2	4
MXE-3500-GR LIC	MXE-3500 Graphics Option	1
MXE-3500-LVLIC	MXE-3500 Live Option	1
MXE-3500-UILIC	MXE 3500 Conversion User Interface	1
PWR-CORD-US-A	Pwr Cord US 1.8m Black YP-12 To YC-12	50
PWR-CORD-US-C	34-0003-01 CABLE, IEC C-13 to USA mains lead, UL	3
SNSC200-CVC-K9	DMS Show and Share Server WKGP for CVC Bundle, HW	1
SNS-WKGP-52-K9	Show and Share Workgroup BaseV5.2 Perptl SW	1
SW-5300-MCU-K9	Software Image For MCU 5300 Series Latest Version	3
SW-S50000-K9	SW Image Encrypted	1
SW-S52000-TC5.XK9	Software 5.x Encryption	15
SW-TCS-5.0-K9	CTCS Version 5.0 software	1
SW-TMS-APL-S80100	TMS Base Software Image Latest Version	1
SW-VCS-7.X-K9	Software Image for VCS with Encryption, Version 7.X	2

The following is a list of peripheral equipment that may or may not be purchased for one, some, or all of the classroom locations. When providing a quote, please use the quantity

**Projector Requirements:** Native 1080p support  
HDMI input  
2500-4000 ANSI Lumens  
N/A

Product	Description	Quantity
<b>Projection Screen</b>		
<b>Requirements:</b>	Size to be determined based on room size Manual or powered based on room needs	N/A
<b>Wall-Mounted Display</b>		
<b>Requirements:</b>	50" - 65" screen size (based on room size) Native 1080p support HDMI input	N/A
<b>Aufio Amplifier</b>		
<b>Requirements:</b>	RCA Line input Simple 1 or 2 channel amplifier Power output based on room size and quantity of room speakers	N/A
<b>Speaker Requirements:</b>	8 ohm or 70v (depending on amplifier choice) Standard frequency response	N/A

# Regional Fire Departments Smart Classroom Project

## Location Information:

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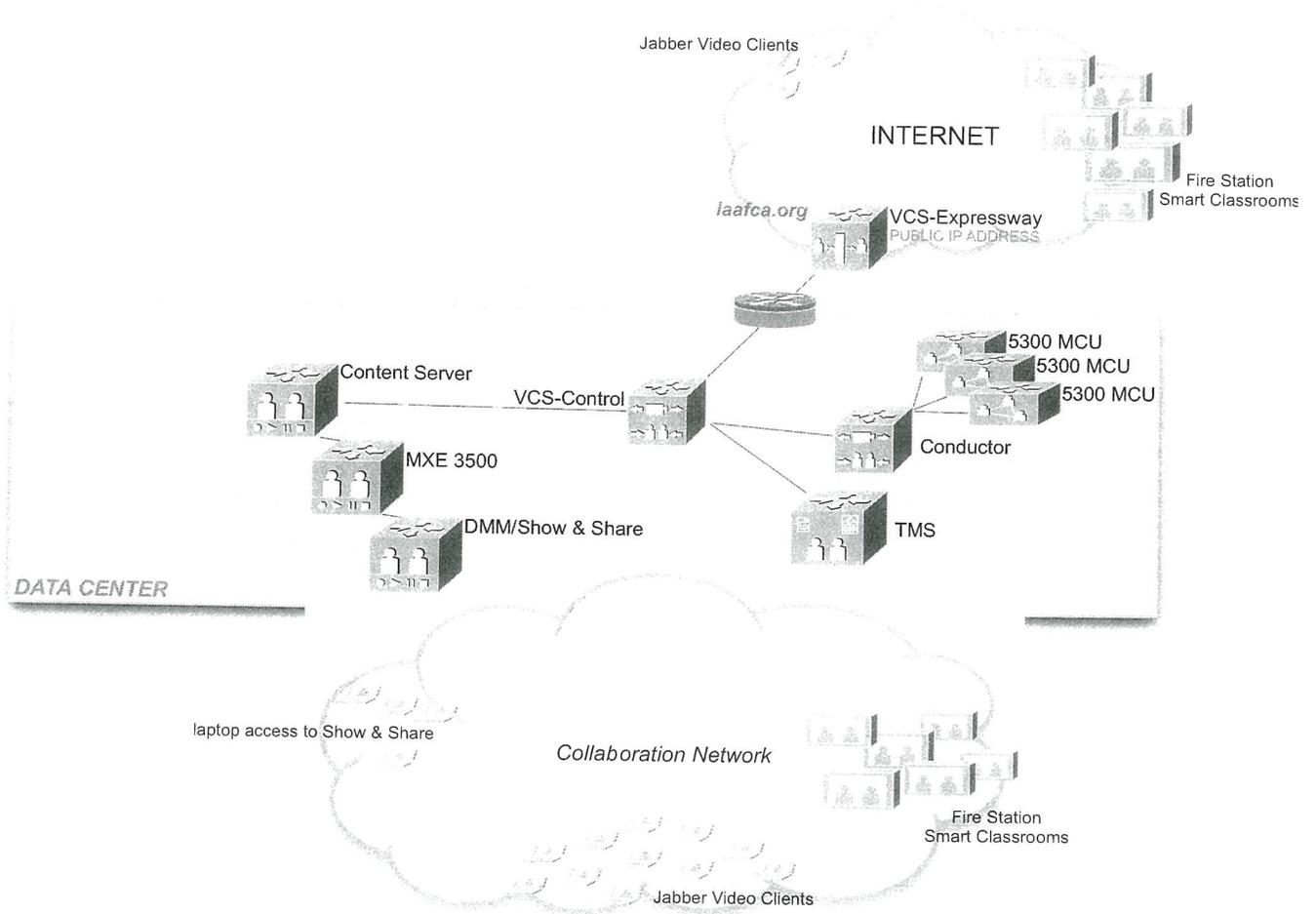
The following (18) locations have been designated as smart classrooms or smart classroom infrastructure locations designed to support instruction and learning functionality as described in Appendix B of this bid document.

# Beverly Hills Core Infrastructure RFSC-1 / Phase 1

Ralph Mundell / Michael Liongson  
455 North Rexford Drive, Beverly Hills, CA

## Infrastructure

Notes: The TelePresence infrastructure at the Beverly Hills Data Center will be implemented to facilitate training between all fire stations, and to provide connectivity to other fire and public safety organizations, as well as providing for archived media that can be played on demand.

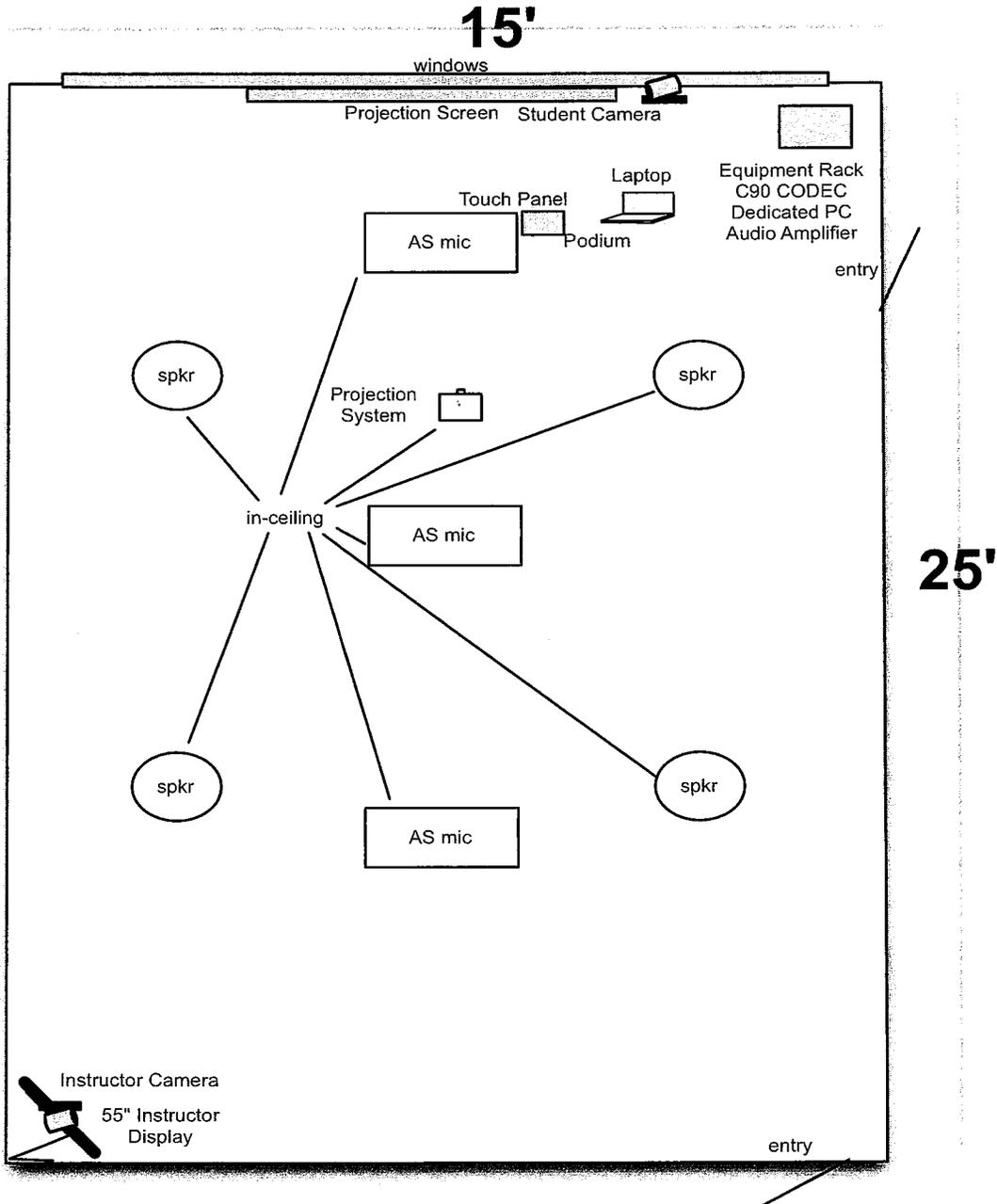


# Alhambra Fire Training RFSC-2 / Phase 2

301 N. 1<sup>st</sup> Street, Alhambra, CA  
John Cermak / Tom Phelps

## Medium Classroom

Notes: The current room has an existing projection screen and projector.

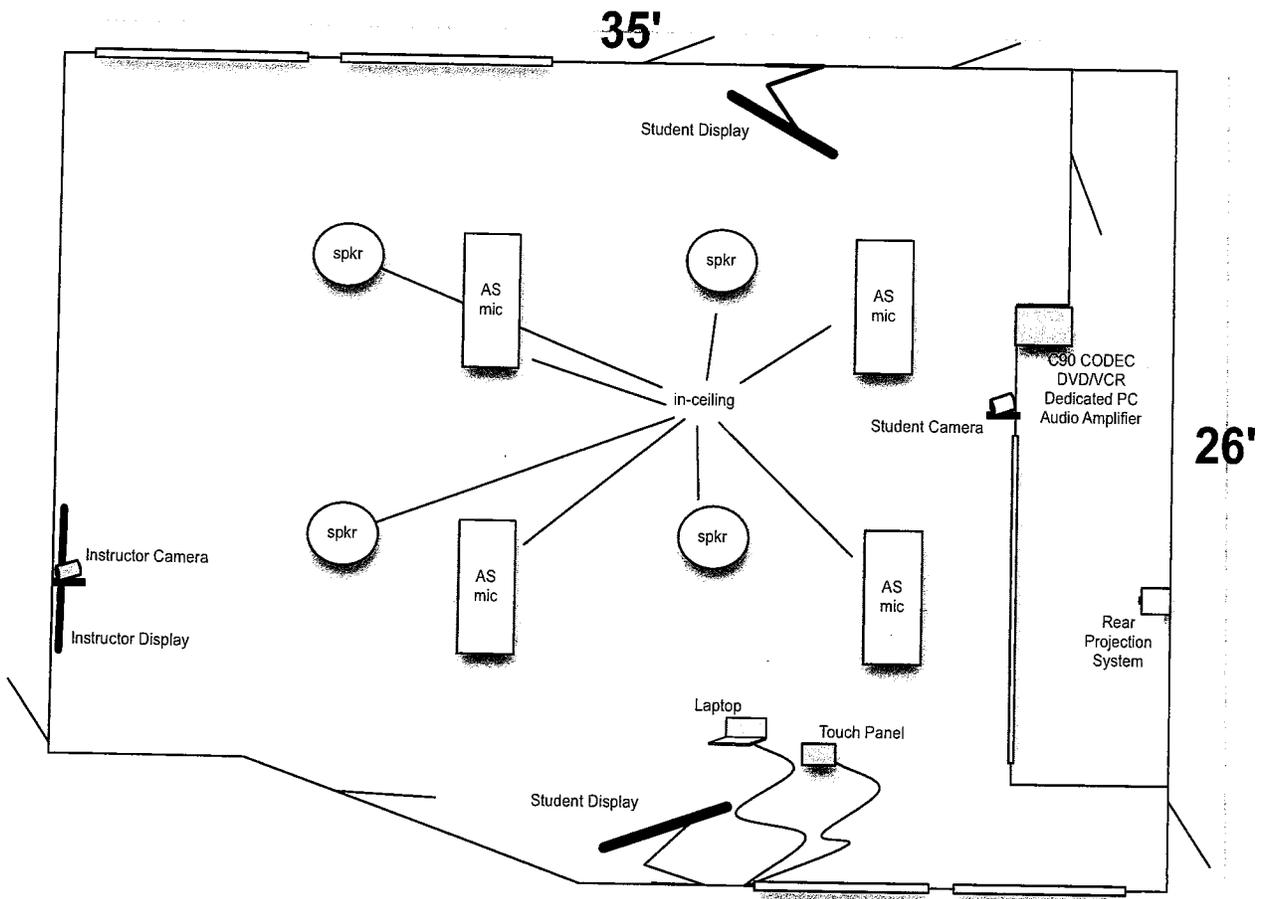


# Beverly Hills Fire Station #1 RFSC-3 / Phase 1

445 N. Rexford Dr., Beverly Hills, CA  
Ralph Mundell / Michael Liongson

## Large Classroom

Notes: The current room has an existing rear projection screen and projector, student displays, equipment rack and audio system.

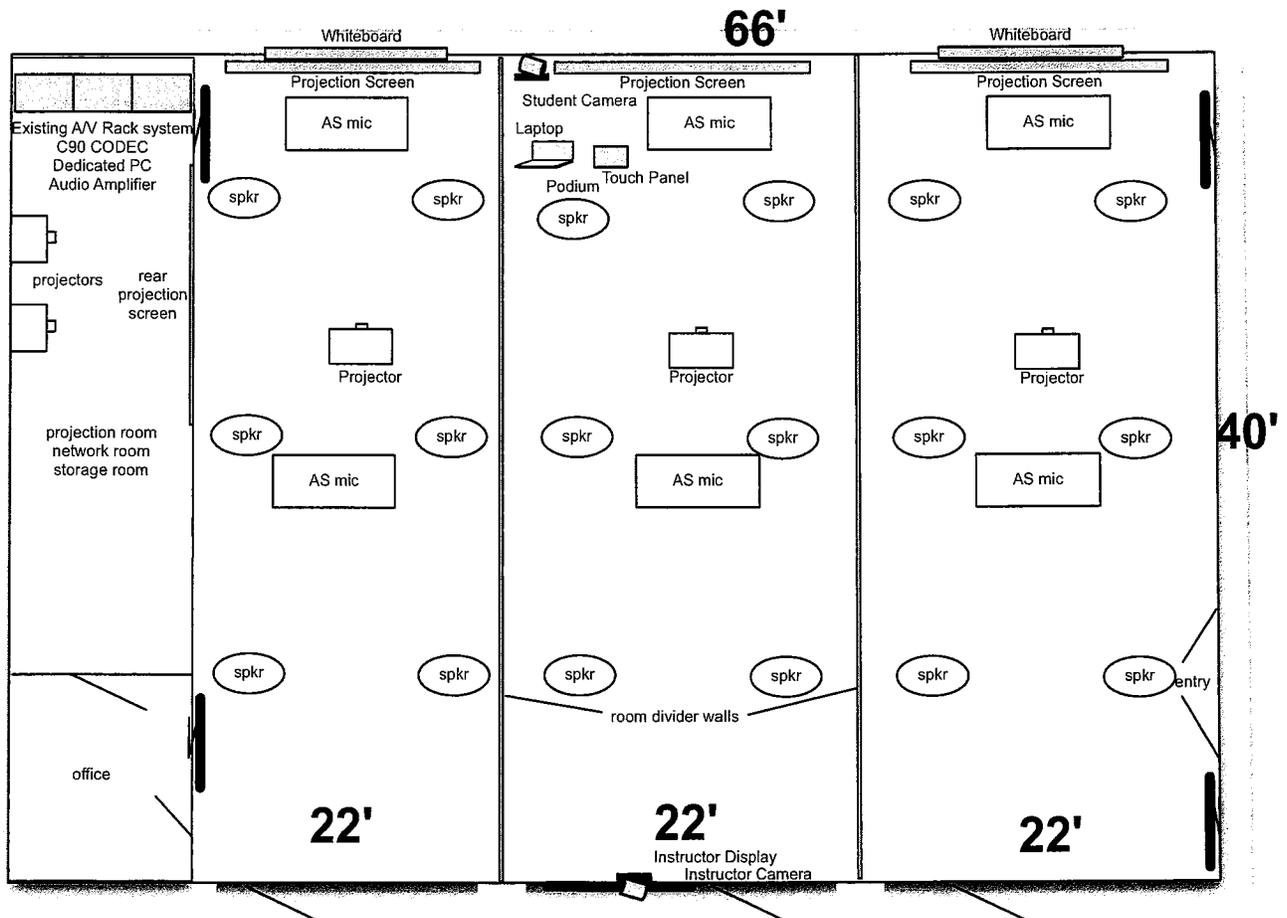


# Burbank Fire Training RFSC-4 / Phase 2

1845 North Ontario Street, Burbank, CA  
Tom Phelps, Jeff Carlon

## Large Classroom

Notes: This is a custom multimedia facility with a Crestron control system. This room can be operated as a single room, 3 individual rooms or a combination of 2 rooms + 1 room. Training will most often be conducted as a single room environment. Integration of the Cisco TelePresence components may require advanced integration.

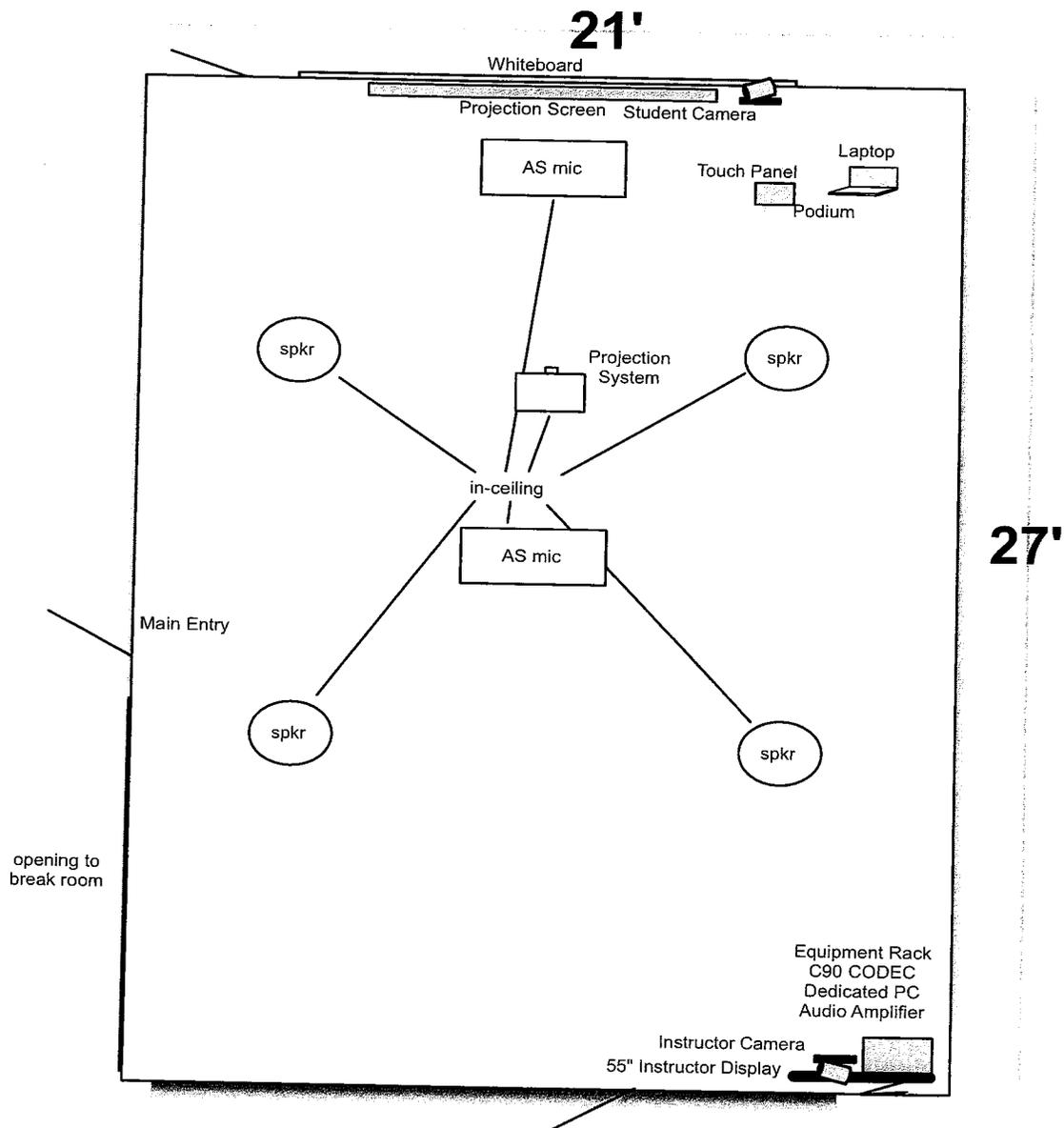


# Compton Fire Station #3 RFSC-5 / Phase 2

1133 W. Rosecrans Ave., Compton, CA  
Stan Klopfenstein

## Medium Classroom

Notes: The current room has a CRT monitor, QSC audio amplifier, ceiling speakers, a DVD/VCR combo, an Extron switcher, a smaller projection screen and an older projector. Some components in the existing rack may be unnecessary in the smart classroom environment.

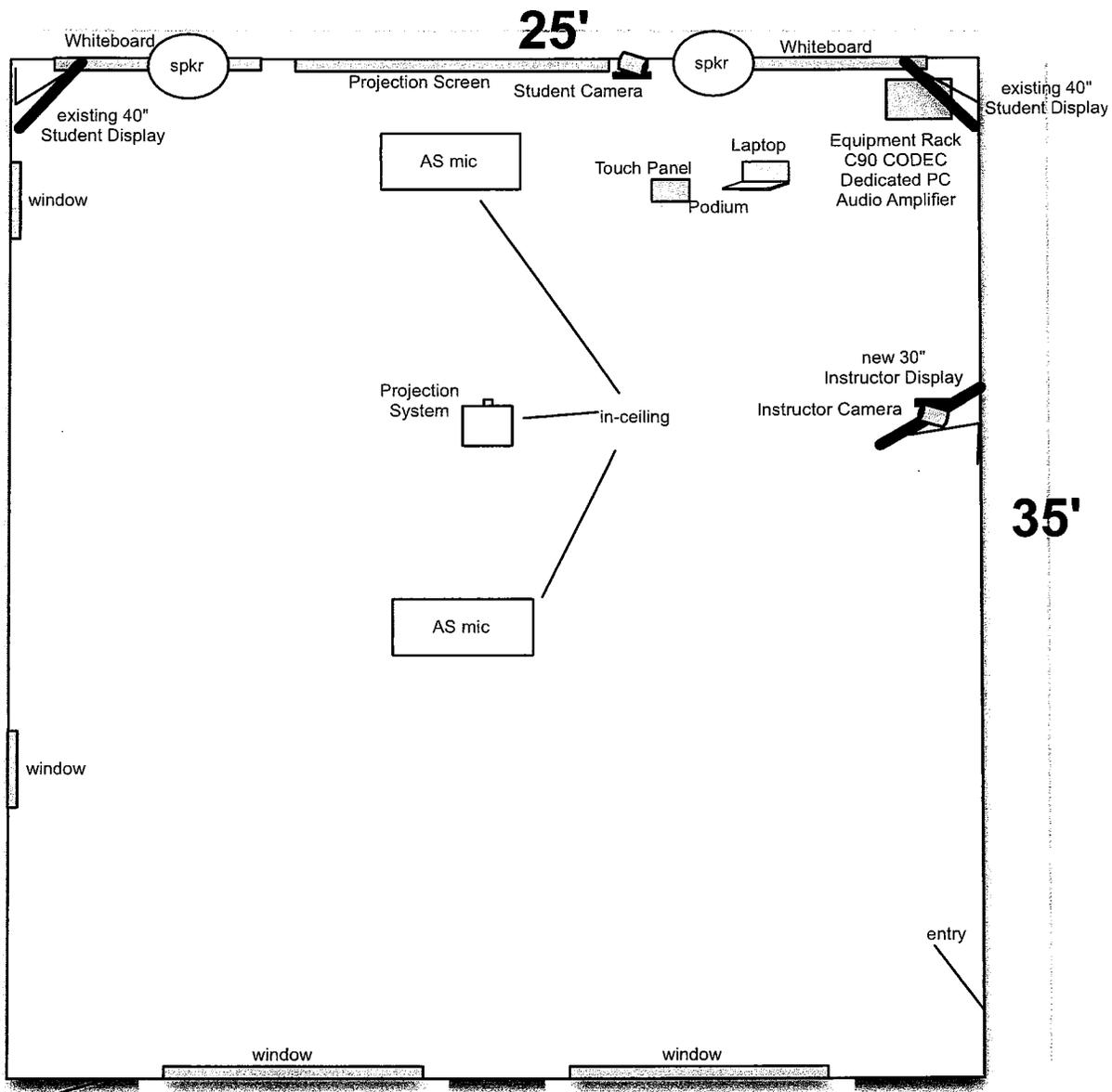


# Culver City Fire Training RFSC-6 / Phase 2

9275 Jefferson Blvd., Culver City, CA  
Ron Gulli, Mike Crone

## Small Classroom

Notes: The current room has an existing projection screen and Epson projector, 2 wall mounted 40" displays, a TOA audio amplifier, small wall mounted speakers, an Extron switcher and 20" presentation display. Room construction is block and conduit/panduit used extensively for cable runs.

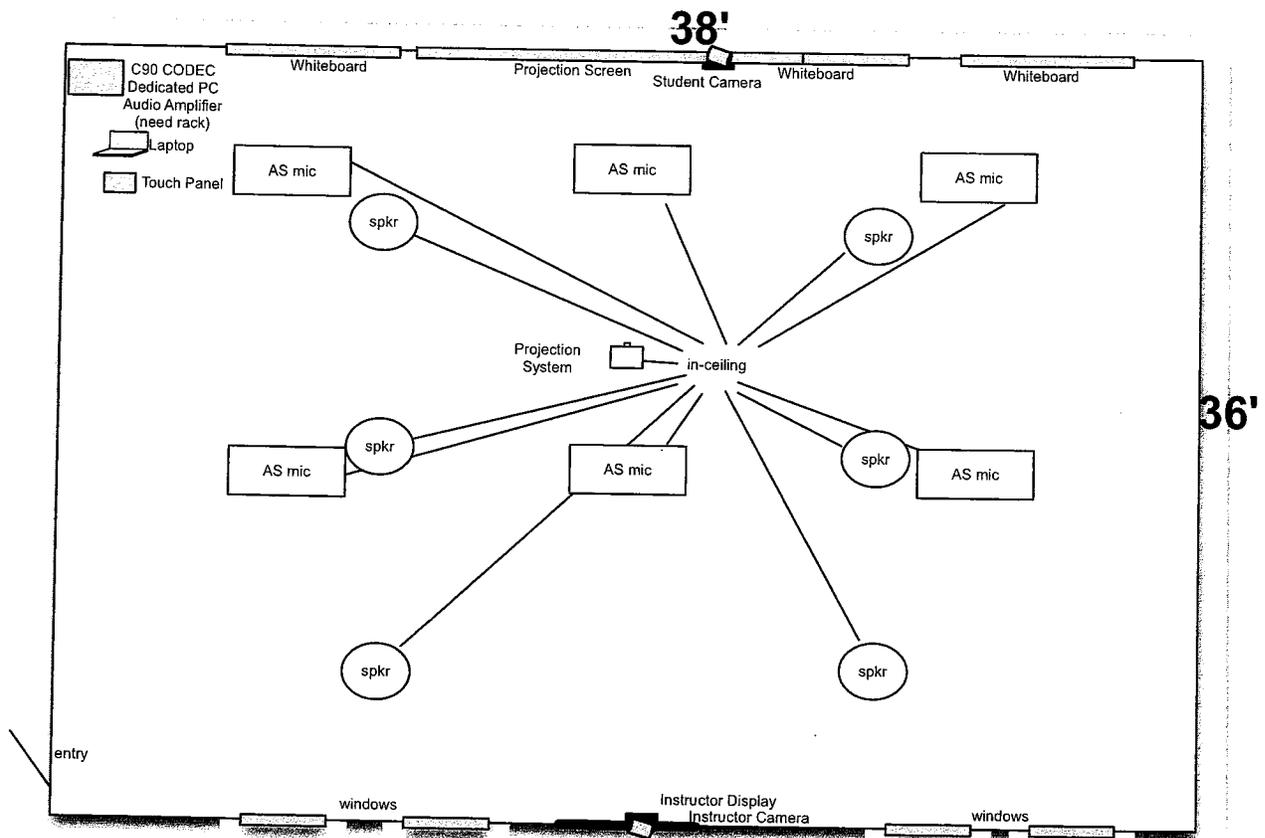


# Del Valle Fire Training Center (Classroom D) RFSC-7 / Phase 2

Chiquito Canyon Road, Valencia, CA  
Jim Robinson

## Large Classroom

Notes: The current room has an existing 50" display which must be relocated to the back of room to serve as an instructor's display.



# Downey Fire Training (Station #1) RFSC-8 / Phase 2

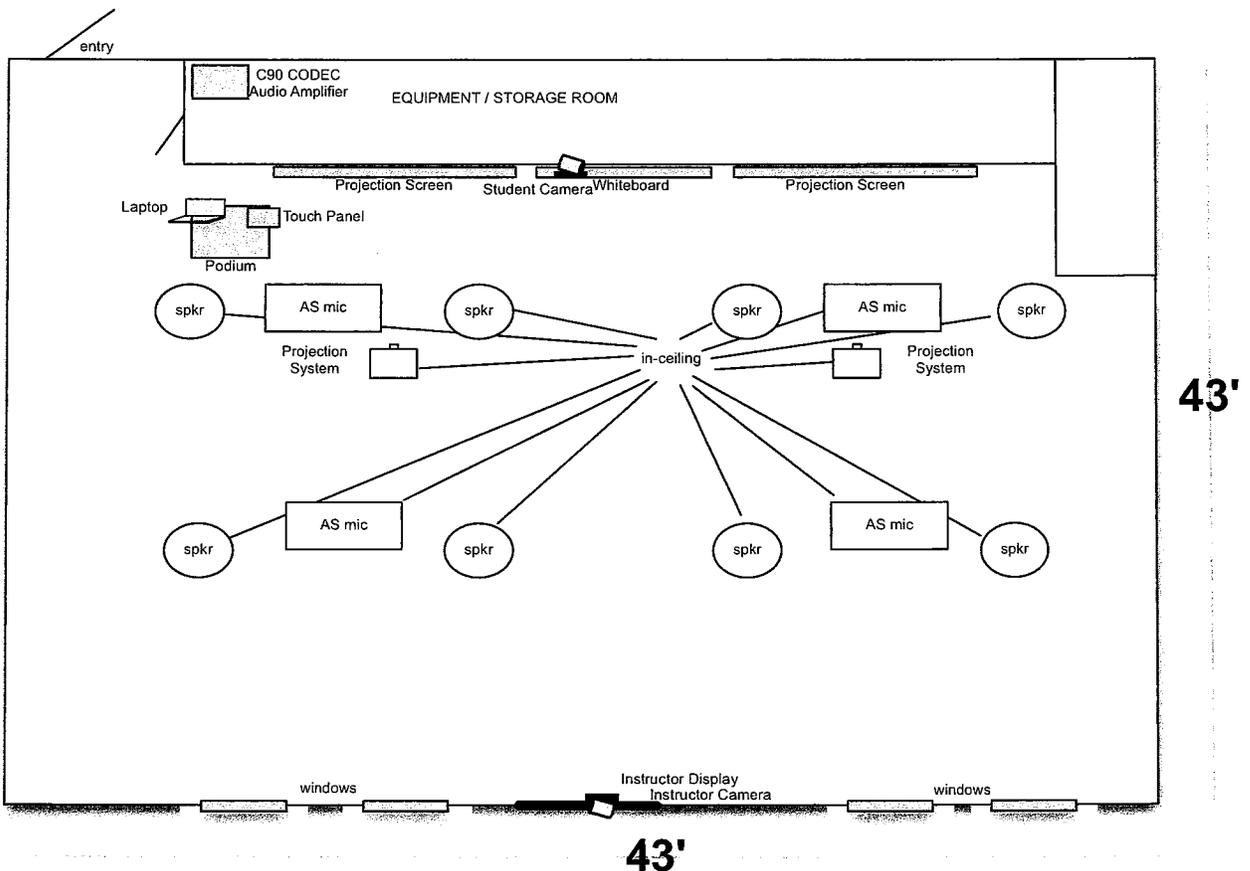
12222 Paramount Blvd, Downey, CA  
Ed Haupt / Chuck Seely

## Large Classroom

Notes: This location already has a smart classroom installed. The following items are the only requirements:

- The podium PC lacks system resources to satisfactorily support classroom use.
- The control panel needs to be relocated to the podium.
- The existing two Sharp XG-P25X ceiling projectors need to be replaced.
- May need a new display in the rear of the room.

## Existing Smart Classroom:

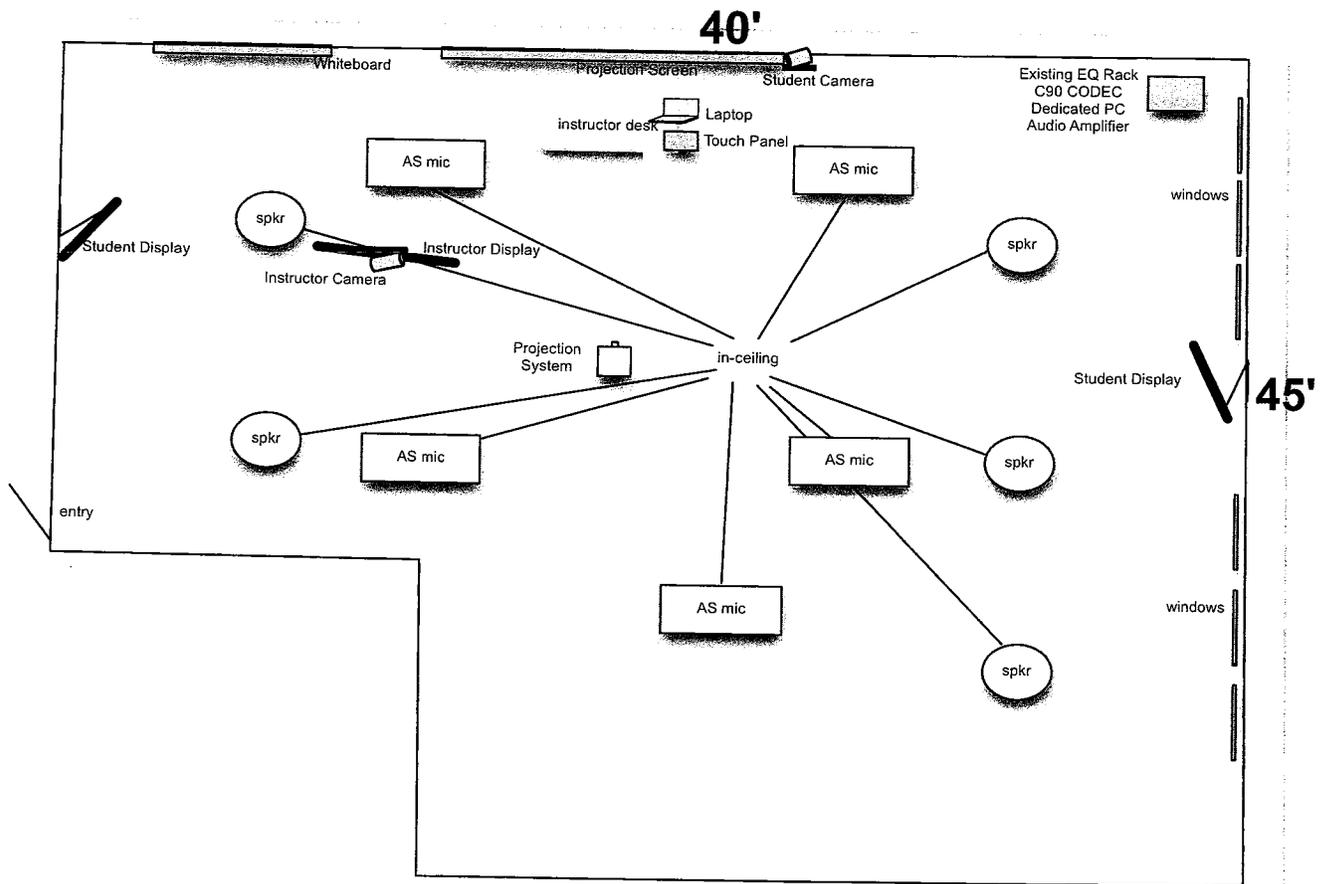


# FHMTC (HOTCHKINS) – Room #205 RFSC-9 / Phase 2

1700 Stadium Way, Los Angeles, CA  
Randy Beaty / Corey Rose

## Large Classroom

Notes: The current room has an existing projection screen and projector, existing displays and an equipment rack.

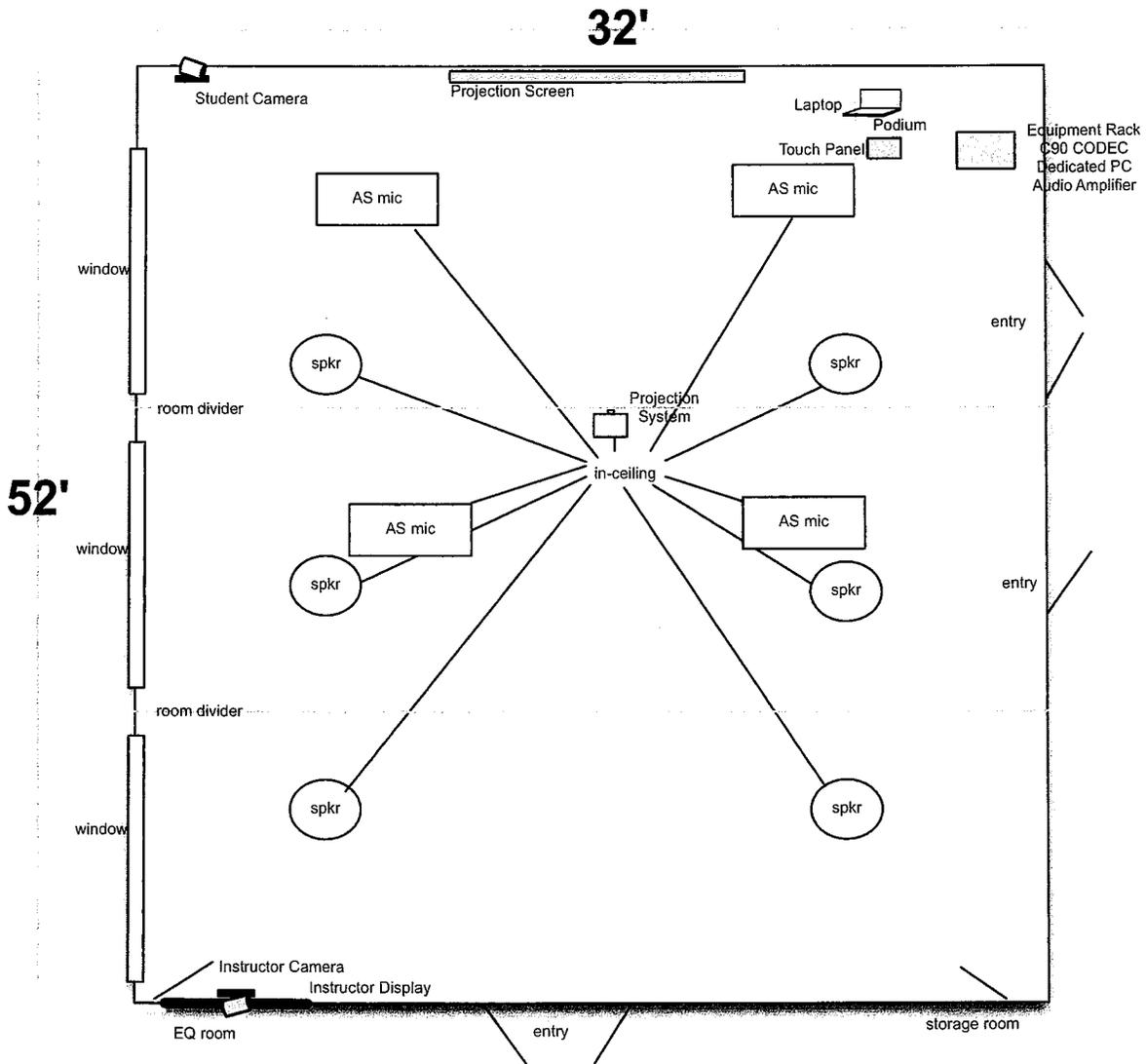


# Glendale Fire Training – Station #21 RFSC-10 / Phase 2

421 Oak Street, Glendale, CA  
Ron Gulli

## Large Classroom

Notes: The current room has an existing projection screen and low resolution projector, a Crown audio amplifier, 6 ceiling speakers, and an Extron Media Link Controller & switcher.

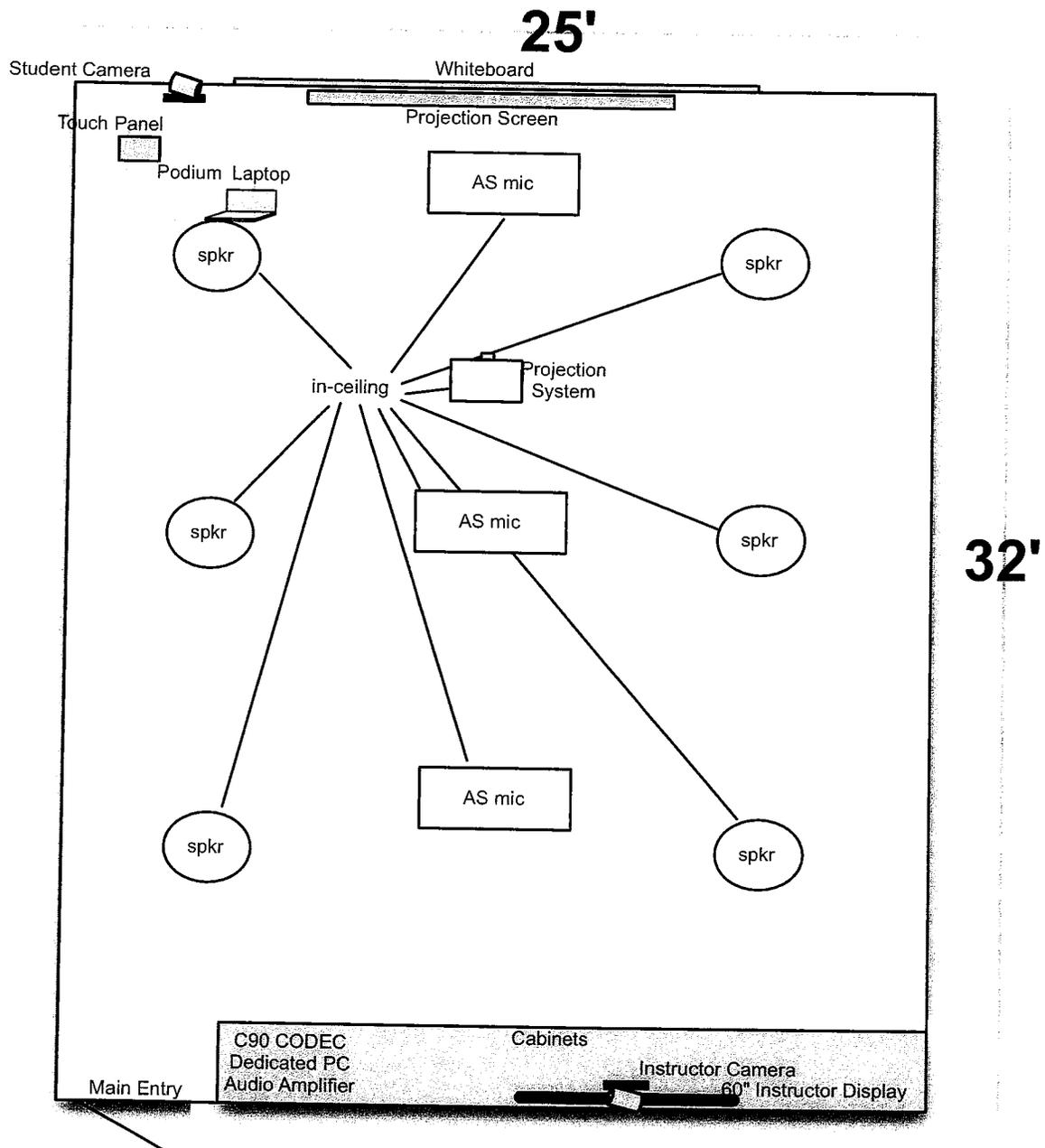


# Lancaster Fire Station #129 – Training Center RFSC-11 / Phase 1

42110 6<sup>th</sup> St. West, Lancaster, CA  
Jim Robinson

## Medium Classroom

Notes: Equipment can be located inside the credenza at the back of the room. This room requires an amplifier and ceiling speakers.

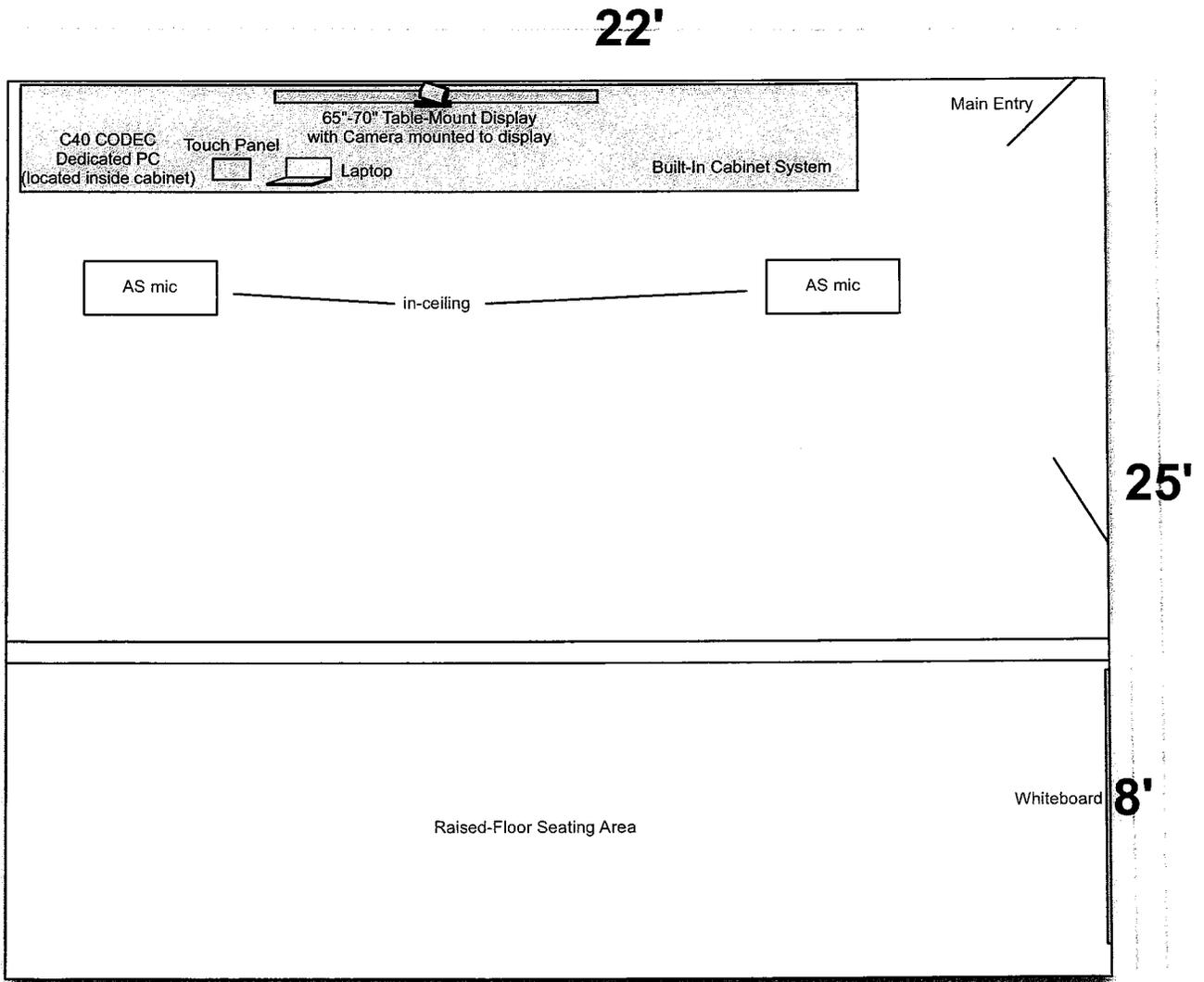


# Long Beach Fire Station #1 RFSC-12 / Phase 1

100 Magnolia Ave., Long Beach, CA  
Jim Rexwinkel / Steve Berger

## Medium Classroom

Notes: This location will be a “receive only” location. Requires a 65”-70” table mounted display in the opening of the wall cabinet behind the pull-down screen and mounting the student camera to the top of the display with a camera mount bracket. The display speakers can be utilized for room audio. The CODEC can be located inside the cabinet and the touch and laptop cable can be located on the cabinet shelf. There are also 2 AudioScience microphones in the ceiling.

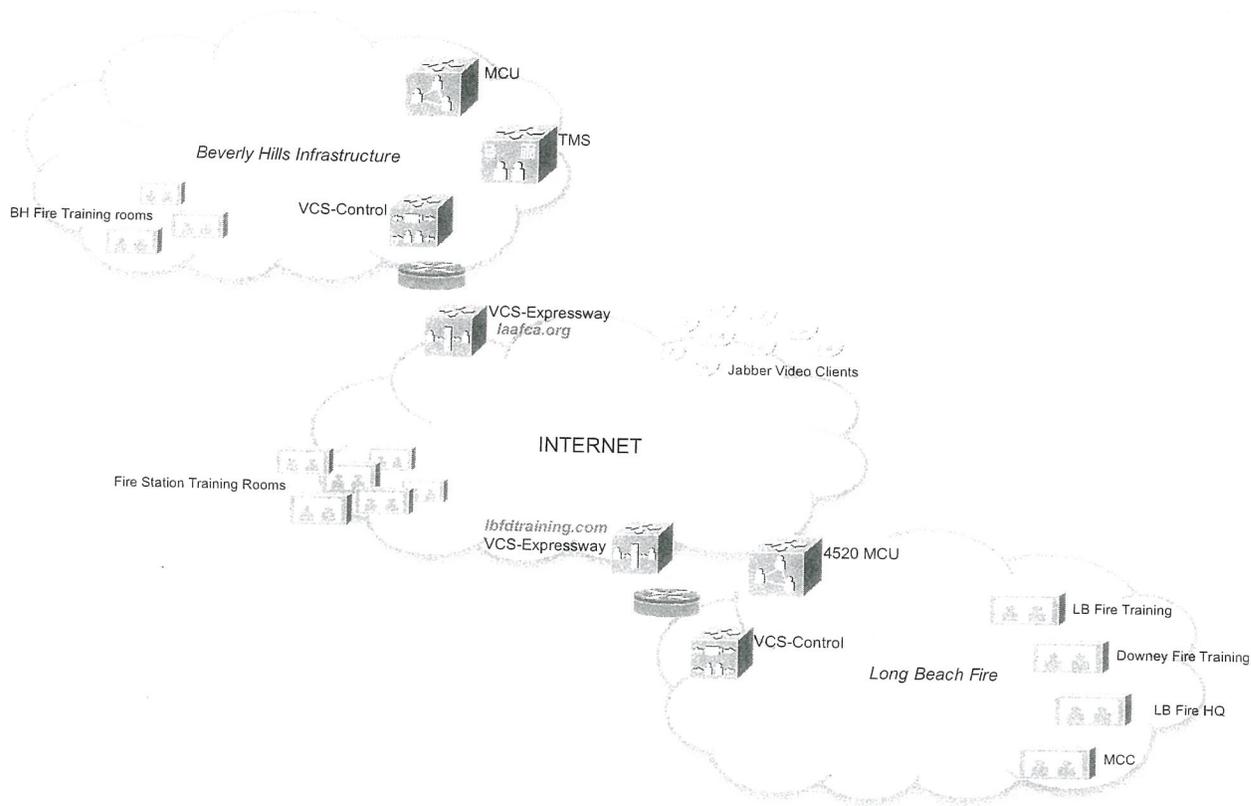


# Long Beach Fire Agency / Infrastructure RFSC-13 / Phase 2

2249 Argonne Ave., Long Beach, CA  
Jim Rexwinkel / Steve Berger

## Infrastructure

Notes: Long Beach Fire Training will be implementing a VCS Control and VCS Expressway solution to facilitate connectivity from the existing locations (LB Fire Training, Downey Fire Training, LB Headquarters, LB Mobile Command Center) and the existing 4500 Series MCU. TMS will also be implemented to facilitate management and Jabber Video client accounts. Necessary routing rules will need to be configured to allow for seamless dialing and communication between BHFD core infrastructure and LBFD infrastructure.

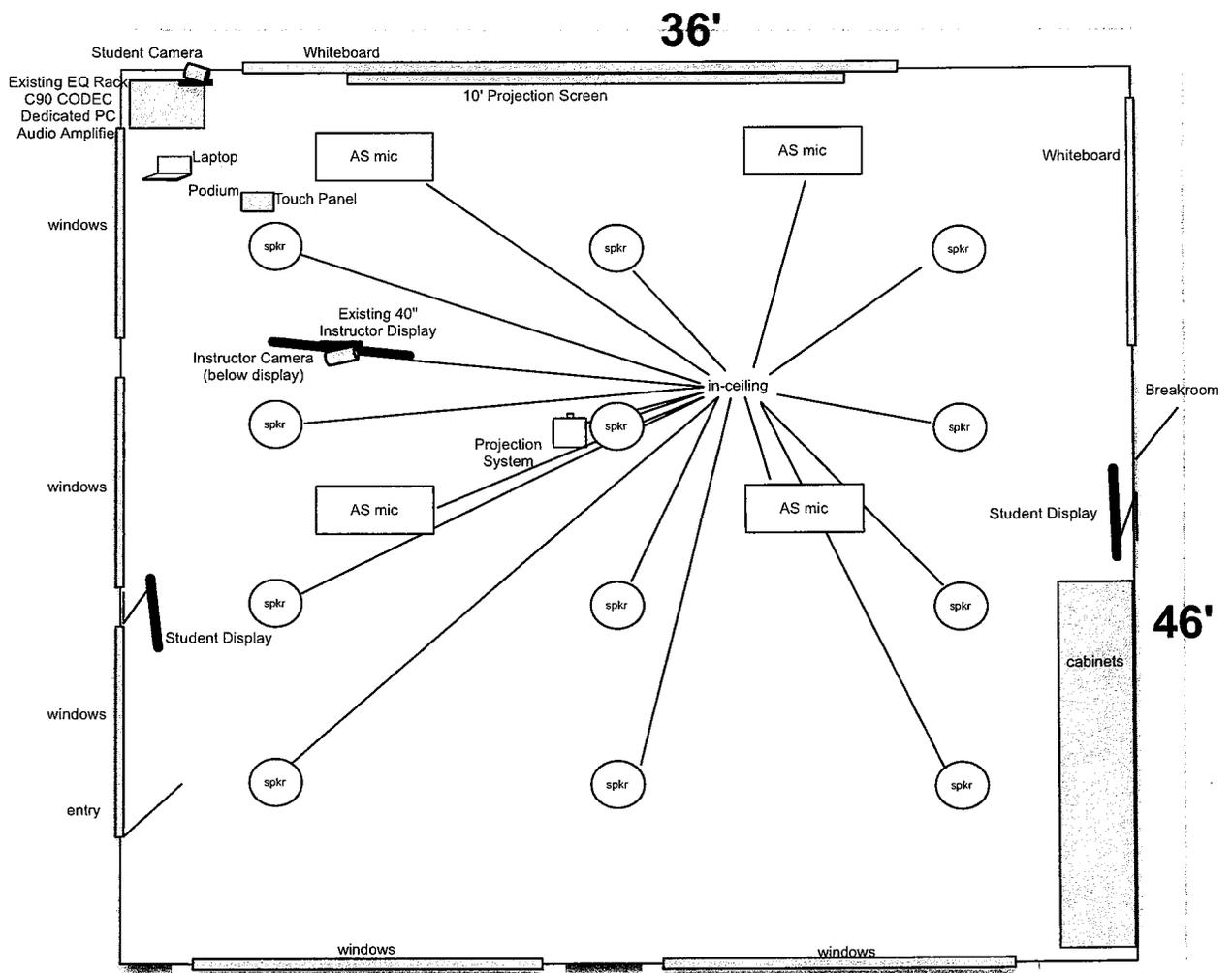


# LA Regional Training Facility – Station #89 RFSC-14/ Phase 1

7063 Laurel Canyon Blvd., North Hollywood, CA  
Rick Combs

## Medium Classroom

Notes: Some multimedia equipment is currently installed at this location. The existing rack contains an audio amplifier, switcher, Extron MLC, a dedicated PC, and a Mitsubishi T3200U projector.

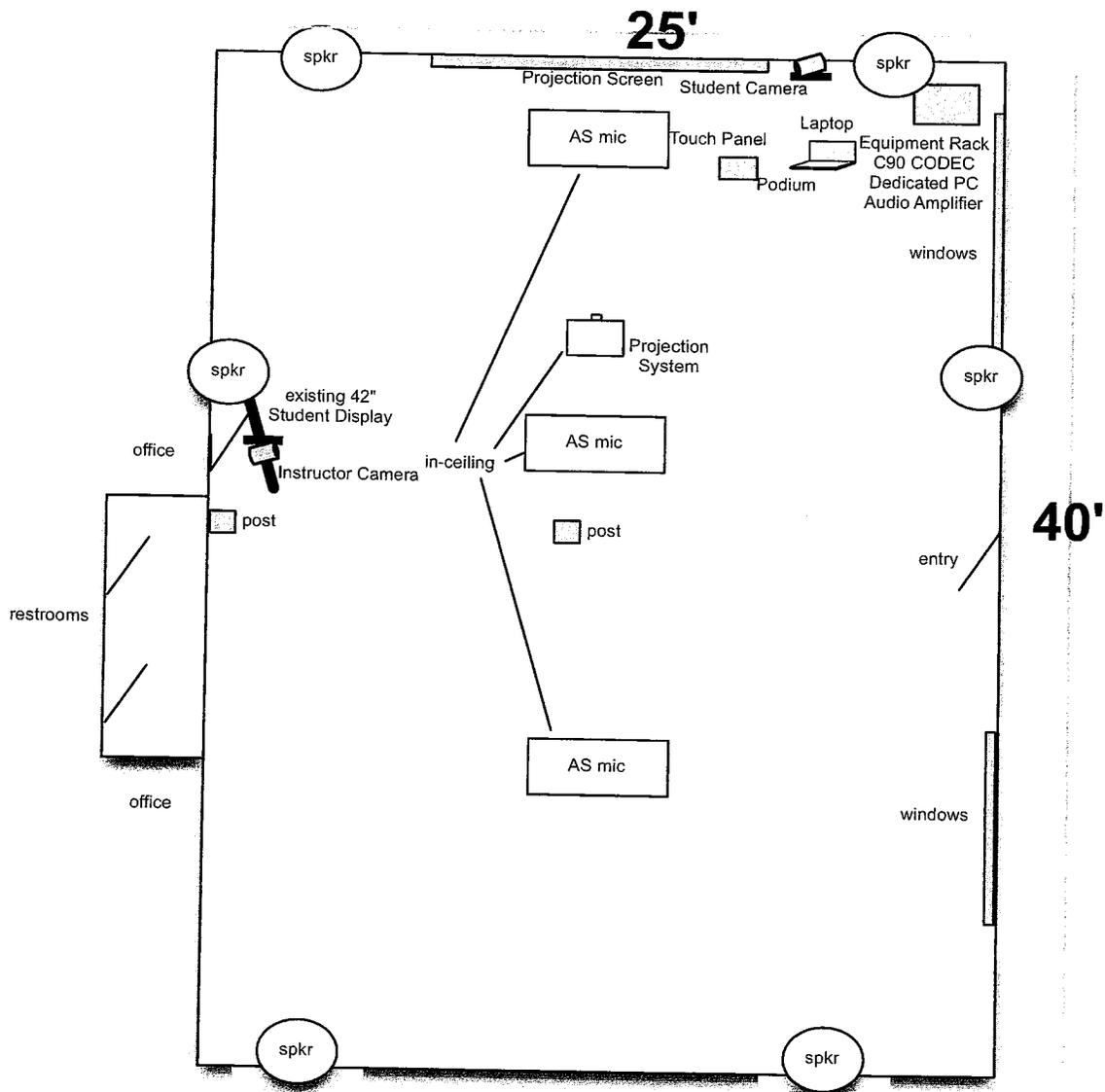


# Santa Monica Fire Training RFSC-15/ Phase 2

2500 Michigan Ave., Santa Monica, CA  
Jose Torres / Ron Gulli

## Medium Classroom

Notes: The current room has a projection screen, projector, audio amplifier, wall-mounted speakers, an equipment rack and a 42" student display.

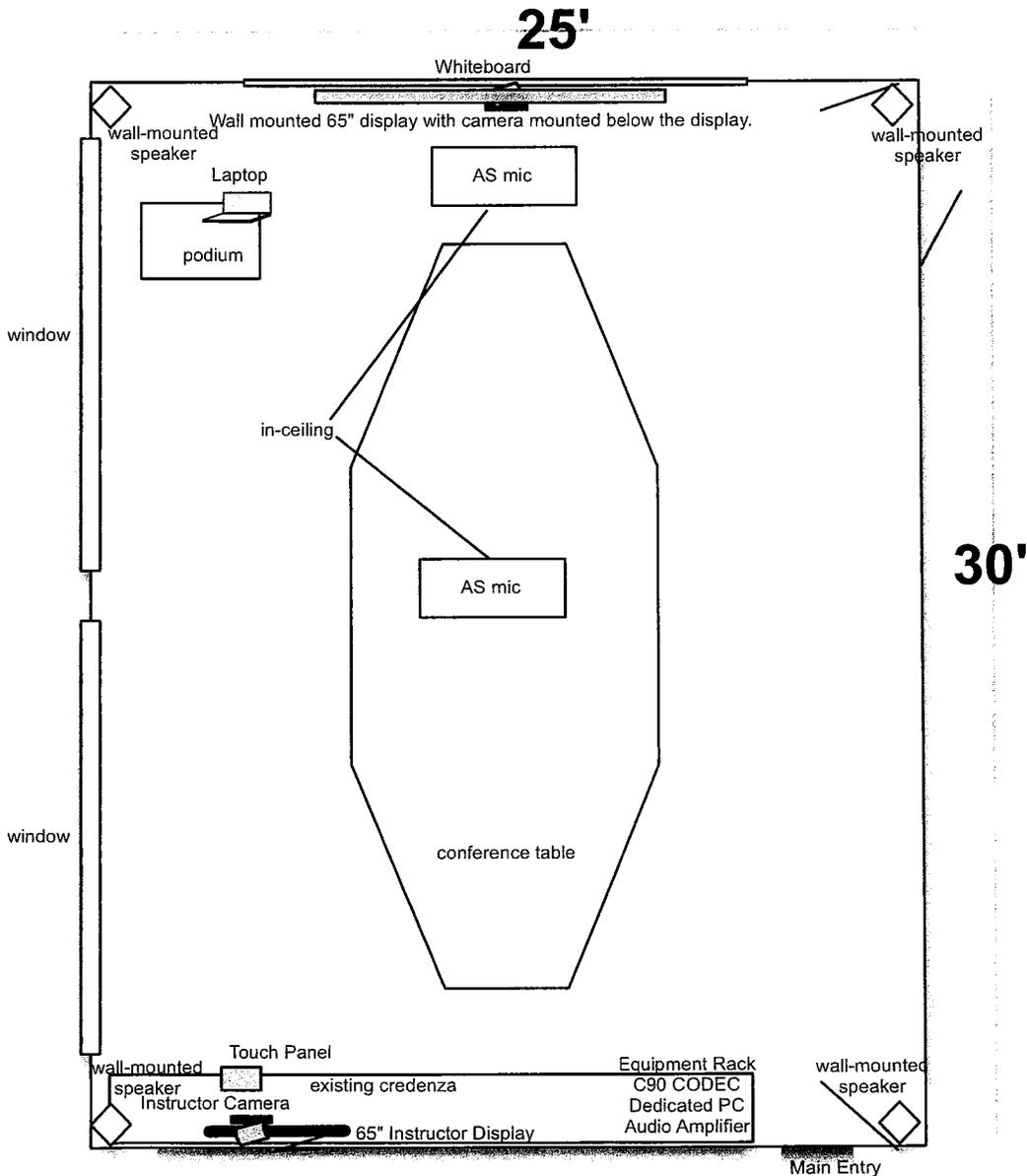


# South Pasadena Fire Station #81 RFSC-16/ Phase 1

817 Mound Ave., South Pasadena, CA  
Phillip Guiral

## Small Classroom

Notes: This location requires removal of the wall mounted projection screen, and the existing 20" television and bracket at the front of the room. Install 60" wall-mounted display with the participant camera (on a bracket below the display) above the existing whiteboard (the existing whiteboard would need to be lowered).

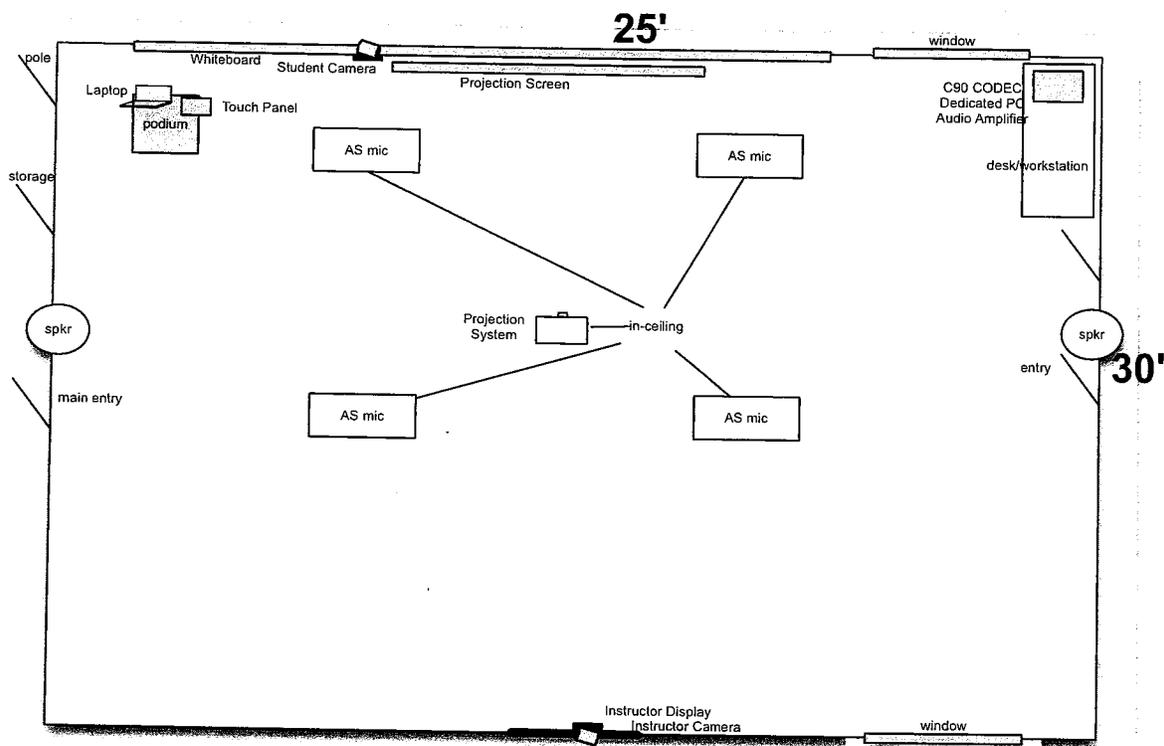


# Torrance Fire Station #1 RFSC-17/ Phase 2

1701 Crenshaw Blvd., Torrance, CA  
Steve Deuel / Steve Berger

## Medium Classroom

Notes: The current room has a projection screen and Epson 6100i projector, TOA audio amplifier and wall-mounted speakers, a DVD/VCR combo and a dedicated computer. There is no existing rack at this location to house system equipment.

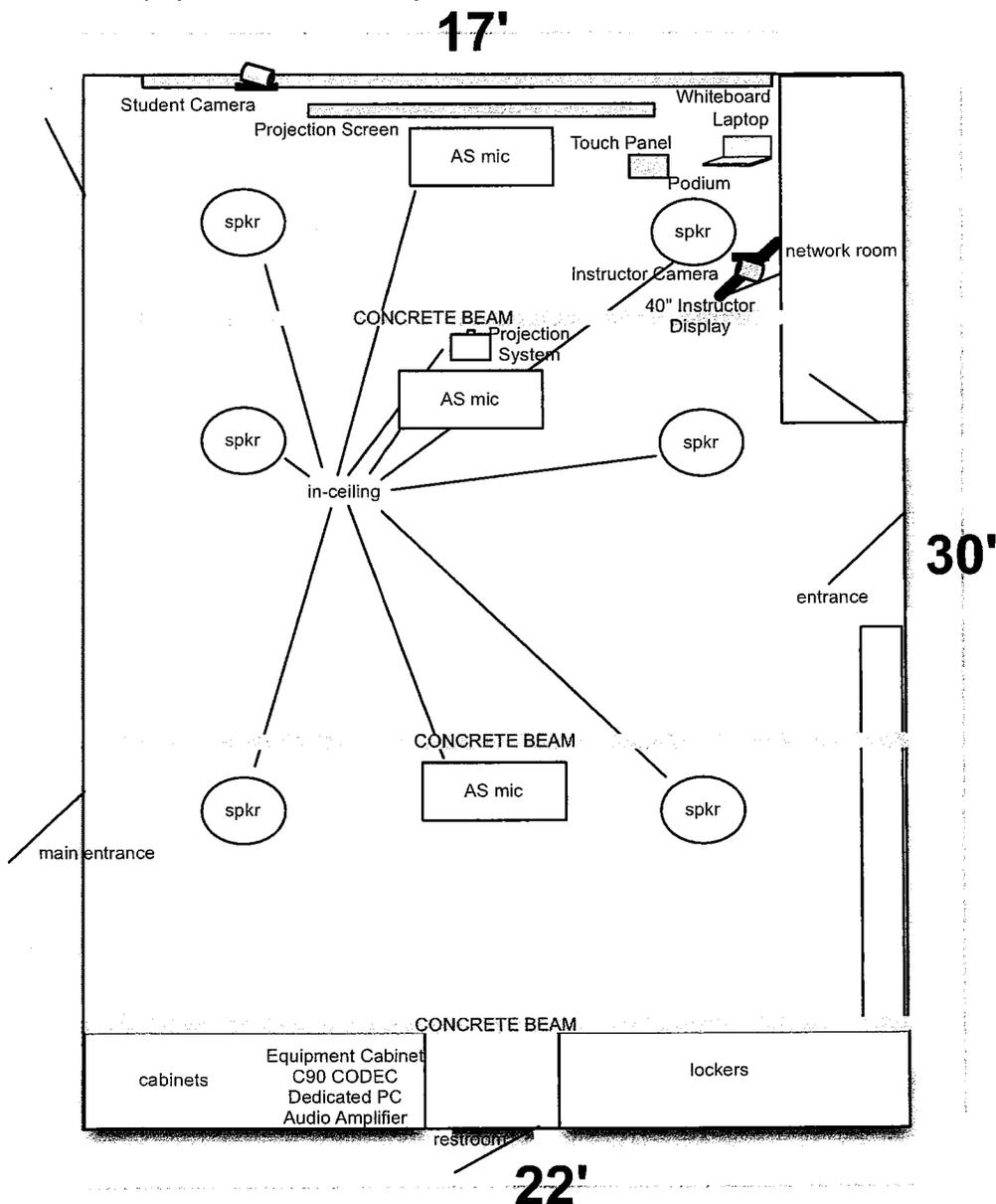


# Vernon Fire Station #1 RFSC-17/ Phase 2

3375 Fruitland Ave., Vernon, CA  
Craig Peltier / Stan Klopfenstein

## Medium Classroom

Notes: The current room has a projection screen, a projector, HK audio amplifier, and ceiling speakers. Equipment is currently located in a cabinet at the back of the classroom.



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 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retention of ten percent (10%).

1.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing), less retention of ten percent (10%).

1.6.3 Subtract the aggregate of previous payments made by the City.

1.7 Reduction or limitation of retention, if any, shall be upon written request by the Contractor. The City, at its discretion, may reduce the total retention withheld or release retention for a specific item of work where extended withholding of retention is not warranted.

1.8 Securities may be provided in lieu of retention as follows:

1.8.1 At the request and expense of the Contractor, upon execution of a proper escrow agreement, securities equivalent to the amount withheld shall be deposited with the public agency as the escrow agent, or with a state or federally chartered bank as the escrow agent, and the public agency shall then pay such monies to the Contractor.

1.8.2 Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

1.8.3 Securities eligible for investment under this section shall include those listed in Section 16430 of Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

1.8.4 The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

1.8.5 The escrow agreement to be used hereunder is attached hereto.

## **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; and (3) the work has been accepted by the City Council of the City of Beverly Hills; and (4) a Notice of Completion has been filed. Final payment shall be made by the City not more than forty (40) days after completion of the above, but only to the extent that no stop notices or other requirements to withhold funds are then in effect.

ESCROW AGREEMENT FOR SECURITY DEPOSITS  
IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between \_\_\_\_\_  
whose address is \_\_\_\_\_ (hereinafter called  
"City"),  
\_\_\_\_\_ whose address is \_\_\_\_\_  
(hereinafter called "Contractor"), and \_\_\_\_\_ whose address is  
\_\_\_\_\_, (hereinafter called "Escrow Agent").

For consideration as hereinafter set forth, Owner, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between City and Contractor for \_\_\_\_\_ in the amount of \_\_\_\_\_, dated (hereinafter referred to as the "Contract"). When Contractor deposits the securities as a substitute for Contract earnings, the Escrow agent shall notify City within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between City and Contractor. Securities shall be held in the name of \_\_\_\_\_, and shall designate Contractor as the beneficial owner.
- (2) City shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payment pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
- (3) Alternatively, City may make payments directly to Escrow Agent in the amount of retention for the benefit of Owner until such time as the escrow created hereunder is terminated.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the escrow account. These expenses and payment terms shall be determined by Contractor and Escrow Agent.
- (5) Interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to City.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) City shall have the right to draw upon the securities in the event of default by Contractor. Upon seven days' written notice to Escrow Agent from City of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by City.

(8) Upon receipt of written notification from City certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from City and Contractor pursuant to Sections (4) to (6), inclusive, of this agreement and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of City, Contractor, and Escrow Agent in connection with the foregoing, and exemplars of their respective signatures are as follows:

City:

Contractor:

\_\_\_\_\_

\_\_\_\_\_

Escrow Agent:

\_\_\_\_\_

At the time the Escrow Account is opened, City and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by the proper officers on the date first set forth above.

City:

Contractor:

\_\_\_\_\_

\_\_\_\_\_

Escrow Agent:

\_\_\_\_\_



3.0 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.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Respectively submitted,

\_\_\_\_\_