



May 3, 2018

**NOTICE INVITING PROPOSALS FOR  
THE CITY OF BEVERLY HILLS, INFORMATION TECHNOLOGY DEPARTMENT  
FIBER TO THE PREMISE CUSTOMER INSTALL CONTRACTOR**

The City of Beverly Hills invites prospective respondents to submit proposals to provide customer installations related to the City's Fiber to the Premise project. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals (RFP).

The RFP is being sent to prospective respondents via e-mail and posted on the City's website at 5 P.M. (Pacific) on Thursday, May 3, 2018. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, by no later than 2:00 p.m. (Pacific) on Thursday, June 7, 2018 via mail or in-person, at which time they will be opened and publicly read.

Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service, common carriers, or City employees outside of the City Clerk's Office. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

All inquiries and comments concerning the RFP must be directed to the primary contact, Nicole McClinton ([nmcclinton@beverlyhills.org](mailto:nmcclinton@beverlyhills.org)), and secondary contact, Anne Salvatore ([asalvatore@beverlyhills.org](mailto:asalvatore@beverlyhills.org)). Any inquiry should state the question only, without additional information.

Respondents to the RFP must submit four (4) hard copies, and one (1) electronic copy in editable format (CD, DVD, or flash drive) of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

**Bid No.18-39  
FTTP Customer Install Contractor  
Attention: Nicole McClinton  
c/o Office of the City Clerk, Room 290  
455 N. Rexford Drive  
Beverly Hills, CA 90210**

Once opened, all proposals will become the property of the City. They will not be returned, and are subject to the California Public Records Act.

## REQUEST FOR PROPOSALS

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**Date of Request:** Thursday, May 3, 2018

**Bid Number:** 18-39

**Item Description:** The City of Beverly Hills is accepting proposals from qualified respondents to provide customer installations and related services for the City's FTTP customers.

**Question Period:** Thursday, May 3, 2018 through Thursday, May 17, 2018 (Pacific). All inquiries must be received via e-mail during this period.

Only substantive inquiries will receive a response. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response.

Responses to substantive questions will be posted and emailed to prospective bidders in the form of Bid Addenda on at least a weekly basis.

To be added to the email list to receive Bid Addenda, please send a request with the Subject: "PLEASE ADD TO EMAIL LIST FOR BID #18-39". All Bid Addenda will also be posted on the City's website.

**Non-Mandatory**

**Bidder's Conference:** Thursday, May 10, 2018 @ 2pm. Location to be emailed and posted on the City's website by no later than Tuesday, May 8<sup>th</sup> @ 2pm.

**Open Date:** Thursday, June 7, 2018 at 2:00 p.m. (Pacific)

**Evaluation Period:** Thursday, June 7, 2018 through June 30, 2018 (*tentative*)

## A. GUIDELINES & GENERAL INFORMATION

1. Proposals may be withdrawn at any time prior to the Open Date. No proposal may be withdrawn after the Open Date.
2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants that it has thoroughly examined and become familiar with work required under this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the consulting services requested by City in a manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Consultant to request additional compensation.
3. The Respondent selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make a fair assessment of the Respondent's services.
4. Each Respondent shall submit, in full, the completed original BID FORM along with all other requested documentation, and all necessary descriptive materials of work Respondent proposes to furnish. Respondents' failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.
5. Every supplier of materials and services and all contractors doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.
6. The Respondent selected for the contract shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a City assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.
7. The City will be the sole and exclusive judge of quality, compliance with bid specifications or any other matter pertaining to this bid. The City reserves the exclusive right to award this bid in any manner it deems to be in the best interest of the City. This includes awarding the contract to one or more than one bidder in any manner the City deems in its best interest.

## B. BACKGROUND CHECKS AND BADGING

1. The Contractor is responsible for conducting background checks on all technicians that will be assigned to the project. Each prescreen technician will be subject to the City's background check process. This process is not reimbursable. Any associated costs shall be built into all other bid items.
2. The City will complete its own background check process (LiveScan) for each technician the contractor submits for project assignment and City ID badging. Each technician will be required to complete this process, whether a new hire for the contractor or an existing technician. The pass/fail requirements will be the standard used by the City currently and at its discretion, but will not be published. The City HR department may charge for each background check. For fees paid by the contractor, billing shall be actual fee costs plus 10% for overhead and profit. Receipts will be required.
3. The Contractor shall employ a drug screening program where 100% of new hires are tested and periodic random testing is being used. The City will not participate in this drug testing program. This process is not reimbursable. Any associated costs shall be built into all other bid items.

## C. INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
  - a) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.
  - b) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Scope of Work required by this Agreement.
  - c) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. \
  - d) Workers' compensation insurance as required by the State of California.
2. Contractor shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.
3. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.
4. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a

reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

5. At all times during the term of this Agreement, Contractor shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, or on a form acceptable to the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Contractor shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.
6. The general liability and auto liability insurance shall contain an endorsement naming the City as an additional insured.
7. Contractor shall provide City with thirty (30) days prior written notice if the policies required under this Agreement will be canceled or reduced.
8. All of the policies required under this Agreement shall state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.
9. The insurance provided by Contractor shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.
10. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.
11. The insurance coverage amounts required under the Agreement do not limit City's right to recover against Contractor and its insurance carriers.
12. Contractor agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any liability or financial loss (including without limitation, attorney's fees and costs) arising out of the acts or omissions of Respondent, its employees, agents, representatives, and/or subcontractors, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.
13. Contractor agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City from and against any liability or financial loss (including, without limitation, attorney's fees and costs) arising from any claim that the technology and services provided by Respondent under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)

## D. Background

As part of a citywide deployment of fiber-based broadband services via construction of a Fiber-To-The-Premises (FTTP) system, the City of Beverly Hills (the City) is requesting proposals from qualified firms that complete installation of broadband services at both residential and commercial locations and can additionally perform service truck rolls to these same customer locations. It is the intent of the City to offer fiber-based broadband services (internet, voice, and video) to residences and businesses in the community through a phased network construction program that began in late 2017 and is scheduled for completion at the end of 2019.

The City's fiber broadband system will pass approximately 15,000 households, with approximately 40% located in multiple dwelling units (MDUs), and 5,000 commercial entities when fully built out. The network will be approximately 70% aerial and 30% underground. We anticipate broadband penetration rates of 35-40% in both the residential and commercial segments.

The City will utilize a two-phased method of pre-installation of the drop and test access point (TAP) box followed later by a premises install of the optical network terminal (ONT). The pre-installation tasks are being bid separately to this RFP.

## E. Fiber System Details

The City has completed the selection processes for all key building blocks of the proposed FTTP system. **As a 100% fiber, new-build system, proposers should note differences in the tasks and time requirements involved in completing premises installs as compared to traditional HFC cable systems.** Proposing firms should use the following assumptions when considering their approaches to this RFP:

1. Calix is the electronics vendor and Great Lakes Data Systems (GLDS) is the OSS/BSS vendor. The Contractor field technicians will be required to utilize the Great Lakes WinForce Tech platform which enables smart device/handheld access to the OSS platform in the field. The GLDS platform is used for all installation scheduling, quota management, work order entry and issuance, and inventory management of the ONT's.
2. The City will be deploying the Calix 716 model (4 data and 2 voice ports) and 844G model (4 data, 2 voice and 802.11ac WiFi) and GP1000X model (10G uplink and 10/1G LAN port) deployed in tandem with the model 844E (802.11ac WiFi Gateway). The City is primarily using indoor ONTs, with some external ONTs being used for certain commercial installations. Where installations include voice service, we are installing a UPS with an internal battery.
3. The City will be using a combination of direct CAT6 connections to connect ONTs to the Subscriber PC or wireless router in the subscriber home, as well as 802.11ac integrated ONTs that will not require inside wiring
4. Video services will be offered via the MobiTV platform, which is an app-based, in-home streaming service that uses authorized devices instead of traditional set top boxes. The list of compatible devices includes AppleTV, Roku, Amazon, and Android devices. These devices may receive the video stream from the ONT via either CAT6 cable or 802.11ac WiFi. However, the default solution will be wireless streaming to minimize internal wiring

needs. For service installs involving video, proposers should assume that a wireless ONT (model 844G) will be installed to eliminate the need for inside wiring connections between the ONT and streaming devices.

5. PONs will be implemented using 1:16 splitters located in approximately (40) 288-count local convergence cabinets (LCCs).
6. Network access points (NAPs) will be attached to distribution cables radiating from the LCC. Enough fibers will be dressed out in a splice tray in each NAP to serve every home and business in the NAP's serving area. The City will be using the edome closures for NAPs
7. The system is being built using a combination of strand and lash for aerial (armored distribution cable) and microcable in microduct for underground.

All assumptions are subject to change without notice.

## **F. Period of Award**

The effective date of providing the required product and services shall be a two (2) year period from July 1, 2018 through June 30, 2020 and will be renewable for three (3) additional one-year periods.

If the City desires to extend the contract, not later than sixty (60) days prior to expiration, the City shall send a notice in writing to the vendor requesting firm pricing for the next twelve-month period. After the City evaluates the firm pricing proposal from the vendor, it will determine whether to extend the contract.

All extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof. All decisions to extend the contract are at the option of the City.

## **G. Materials and Materials Management**

The City, the selected Contractor(s), and the customer will be supplying certain equipment and materials for this project as per the table below. Contractor will be expected to work with the City to develop a list of required installation materials. For materials that are the responsibility of the City, the City will process all orders directly and coordinate with the Contractor regarding shipment and delivery. Contractor will be responsible for all materials once they are received from the City or at the local Contractor warehouse facility.

Material Item	City of Beverly Hills	Contractor <sup>1</sup>	Customer
ONTs	✓		
Inside Wire - Fiber	✓		
Inside Wire – Cat6		✓	
WiFi Extenders	✓		
MobiTV Devices			✓
Interior pathway molding, conduit and raceway		✓	
Connectors, jacks, jack plates, & miscellaneous supplies		✓	
Tools and Test Equipment		✓	
Service Vehicles		✓	

**Contractor is responsible for providing all required tools, vehicles and test equipment to carry out the tasks listed in this request.**

## H. Quality Assurance

The City expects that responding firms will be using specific and effective quality control procedures relative to the following areas:

- Employee screening
- Employee training
- Branding and appearance standards (clothing, badge IDs, vehicle appearance, logos, etc.)
- Work standards and procedures
- Work inspections
- Customer feedback and issue resolution

## I. Uniforms and Branding

It's imperative that all employee vehicles and uniforms have a professional appearance. The City anticipates no more than ten installers with an average of \$650.00 per installer; not to exceed \$10,000 totals.

- Five pairs of pants
- Five shirts with a minimum of one long-sleeve shirt
- Two vehicle magnetic signs

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<sup>1</sup> Note that materials costs will be billed by Contractor at 'cost plus' per section on Cost requirements



## J. Unlawful Employees, Contractors and Subcontractors

Installation and Maintenance Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an undocumented immigrant to perform work under this contract or (b) fails to certify to the Installation and Maintenance Contractor that the subcontractor will not knowingly employ or contract with an undocumented immigrant to perform work under this contract.

## K. Standard of Conduct

It is assumed that all contractors will adhere to the highest quality standards in relation to customer service and workmanship. The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

The City may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

Agents and employees of Installation and Maintenance Contractor working in the City of Beverly Hills shall present a clean and neat appearance. Prior to performing any work for the City, the Installation and Maintenance Contractor shall require each of their employees to wear ID badges and uniforms identifying: the Installation and Maintenance Contractor by name, the first name of their employee and a photograph of their employee if using an ID badge. Each employee shall wear or attach the ID badge to the outer garments at all times.

## L. California State Licensing

Responding firms should ensure that they, or subcontractor firms that would be assigned project work, are appropriately licensed with the California State License Board for a Class C-7 license (Low Voltage Systems Contractor) per California Code of Regulations.

## M. Prevailing Wage

As a public agency project, California state law requires that the awarded Contractor(s) pay prevailing wages for all work associated with this project. The relevant prevailing wage classifications/determinations are as follows, and depend upon the customer building type:

**1. Residential SFU and MDU up to/including 4 stories:**

- Tasks: Structured wiring and connections via fiber and Cat6.
- Classification: Residential Electrician
- Determination: R-61-11-53-2017-1 (LA County)
- Hourly Wage Rate: \$20.20 (1<sup>st</sup> Shift)
- Hourly Employer Payments: \$9.86 (health/pension/training/other)
- Overtime: 1.5x for daily hours over 8 and up to 12 hours and for first 12 hours on Saturdays. 2x for over 12 hours/day and Sundays/holidays

**2. Commercial and MDU over 4 stories:**

- Tasks: Structured wiring and connections via fiber and Cat6.
- Classification: Electrician: Comm & Systems Installer
- Determination: ELEC0011-005 (LA County)
- Hourly Wage Rate: \$33.64 (Installer - 1<sup>st</sup> Shift)
- Hourly Employer Payments: \$14.58 (health/pension/training/other)
- Overtime: 1.5x for daily hours over 8 and up to 12 hours and for first 12 hours on Saturdays. 2x for over 12 hours/day and Sundays/holidays

## **N. Scope of Services**

The selected FTTP Customer Install Contractor(s) to perform the following specific project tasks:

1. Complete residential (single family unit and MDU) and commercial premises installs beginning in summer 2018.
2. Complete both residential and commercial customer service truck rolls for those service issues that cannot be resolved via help desk assistance.
3. Provide expertise and guidance to the project team during the start-up phase of the project.
4. Provide, on an as-needed basis, evaluation of OSP and inside wiring options for MDU and commercial properties.
5. Integrate with the City customer care team for work order flow management and coordination with other departments for install activities prior to and on the installation date.
6. Inventory needed equipment including ONTs, inside wiring materials, etc.

Customer connections can include single family residences, multiple dwelling units, and commercial entities. To assist proposing firms with quoting these connections, we have provided an identification of high-level tasks for both pre-installs and premises installations in the next section.

## Performance Requirements by Task

### O. Premise Installs

Premise installs represent the Field Technician work activity that is completed inside the home or business following the successful installation of a fiber drop from the serving network access point. When the installer shows up at the subscriber location, the TAP box has been installed and light levels are within spec on the fiber drop plugged into the TAP box.

Independent of the services being connected, the installer will be required to complete the following steps for a premises installation at single family unit, multiple dwelling unit and commercial customer locations.

1. Field Technician is assigned a new connect work order in GLDS WinCable and is dispatched to the customer location
2. Arrive at subscriber location within interval listed on the new connect work order, make contact with responsible adult and describe the installation process. Contractor to wear booties at all times when in the subscriber's home or business
3. Determine, with the customer, the desired location for the ONT (the small fiber modem) in the dwelling
4. Determine, with the customer, the optimal inside wiring route from the TAP box to the ONT location
5. Run indoor/outdoor fiber cable from TAP box through wall near the ONT location.
6. Terminate indoor/outdoor fiber cable on each end with SC-APC connectors
7. Install wall plate on inside wall and plug connectors into TAP box and wall plate.
8. Place ONT per subscribers preference on wall or on table/desktop, connect applicable power cable and connect to wall plate with fiber jumper.
9. Power ONT and confirm ONT has connected to the FTTP network and log light levels. The ONT will auto-discover and provision according to the Subscriber account settings in BroadHub (GLDS).
10. Complete all required inside wiring tasks required to support the services listed on the new connect work order.

Then, depending on the service(s) the customer is subscribing to, the Field Technician will perform the relevant tasks below to complete the installation.

11. Determine the location of the primary wired connection for the Internet connection. This will either be a subscriber provided router or PC.
12. Install required CAT6 cable from ONT to the wired connection point using best in class practices.
13. If the customer is subscribing to Wireless Gateway service or video service, the Technician will configure the ONTs WiFi settings. This will involve confirmation that WiFi is active on the given ONT and basic setup of the device based on the subscribers preferences (SSID, security settings, etc.). Some dwellings will require additional WiFi

devices throughout the dwelling to achieve the desired coverage. The Technician will use the built-in signal survey tools on the Calix ONT to determine the optimal number and location of wireless bridges that may be required, and install those accordingly.

14. **Voice Only:** If the customer desires to utilize existing telephone wiring/jack, determine the closest phone jack that could be used to back feed the phone signal to the main NID for the dwelling and connect the ONT voice port to this jack. Or, if necessary, complete the cross connects at the customer NID if required. Complete test calls on subscriber phone to confirm dial tone and number port completion.
15. **Video Only:** Determine locations of all televisions to be connected to the new video service (all televisions will require a MobiTV authorized device). The default connection for the video stream will be wireless (802.11ac) directly from the ONT. Where necessary or pre-existing smart wiring allows, the connection between the ONT and the streaming device can be via Cat6 Ethernet wiring (assuming the streaming device has an Ethernet port). If the streaming device(s) is not pre-installed with the MobiTV app, download the app to the device(s) and configure customer streaming device(s) for MobiTV service. Confirm MobiTV functionality for each television.
16. Complete speed test from installer computer and log results.
17. Complete speed test from primary subscriber computer and log results.
18. Review contents of welcome kit and service functionality with subscriber and educate as required.
19. Secure all required signatures from subscriber and leave all applicable paperwork;
20. Close premises install work order using GLDS WinForce Tech.

## **P. Other Premises Install Tasks**

The Contractor technician will additionally be required to complete the following tasks when warranted.

1. **Wireless Gateway Setup:** Installers will be required to configure model 844 ONTs WiFi service for all WiFi and/or video subscribers. This will involve confirmation that WiFi is active on the given ONT and basic setup of the device based on the subscribers preferences (SSID, security settings, etc.).
2. **Wireless Bridge Setup:** Some dwellings will require additional WiFi devices throughout the dwelling to achieve the desired coverage. These devices are supplied by Calix and are designed to integrate seamlessly with the 844 ONT. Installers will be expected to use the built-in signal survey tools on the Calix devices to determine the optimal number and location of wireless bridges that may be required.
3. **Wall Fish:** Wall fishes may be required for some installs. Pricing is to be provided along with the specifications related to the pricing.
4. **Additional Outlet – New:** Additional outlets may be required for some dwellings. Pricing should be provided for each additional CAT6 outlet that would connect to the main ONT location.

5. **Additional Outlet – Existing:** Some additional outlets may already be in place. Installers would be required to complete the required connections from the ONT to the given additional outlet (patch cable).

## **Q. Service Truck Rolls**

The Contractor will also perform multiple tasks for residential and commercial repairs. Responsibilities include fiber optic troubleshooting skills with streaming video, high speed internet and voice over IP. Must understand one gigabit (GB) bandwidth and multimode, single-mode lasers 1310/1550. Technician will adhere to all City specifications. Any materials, equipment or labor task required outside of agreement must be approved by City employee prior to repair or replacement.

Proposing firms should be capable, at a minimum, to complete the tasks identified below in the performance of troubleshooting and resolving onsite customer service issues:

1. Technician will arrive in company vehicle with City logo, in uniform wearing a company ID.
2. Responsible for stocking his/her vehicle with all repair materials and equipment replacement from ONT to customer NAP.
3. Responsible and able to troubleshoot Gateway 844 ONTs Wi-Fi. Technicians will be expected to use the built-in signal survey tools on the Calix devices to determine the optimal number and location of wireless bridges.
4. Responsible for troubleshooting by process of elimination from ONT, NID and NAP. Providing all specified results to include MER, BER readings, Optical light levels and any trace routes or documentation meeting City specifications.
5. Responsible to replace any ONT, NID, inside CAT6, Mobi device, Jack plates, Panduit and inside fiber to include any current equipment used for installation of services.
6. While performing repairs should time constraints not allow work to be completed within City allowed working hours; work must be rescheduled by dispatcher and agreed to by customer prior to technician leaving.

## **R. MDU-Specific Tasks**

1. **MDU and Commercial Property Survey & Wiring Design:** The City may seek MDU site survey and structured wire design services from the installation contractor. The City is home to a myriad of MDU complexes. The FTTP network is being designed to pass all of these complexes, but each building will require a custom design to reach individual units. Bidders should provide hourly rates for the following work to be completed:
  - a) Site survey (walk out) of specific MDU properties with City MDU coordinator, building manager/owner and City engineer.
  - b) Recommendations for building entry point(s) and unit access methods.
  - c) Proposal to implement (labor and materials) recommended design strategy.

2. **MDU and Commercial Property structured wiring implementation:** The City desires to contract with the selected installation contractor to complete the required MDU structured wiring. Bidders should provide labor rates for completing the following tasks:
- a) Installing Panduit style pathways on the outside of the building for vertical riser applications.
  - b) Installing EMT style conduits in the crawl space environment from one or more entry points to one or more vertical penetration locations.
  - c) Executing a vertical penetration and installing EMT style conduit from a crawlspace into a wall cavity directly above the crawlspace.
  - d) Installing indoor/outdoor fiber cable in new or existing EMT style conduits.
  - e) Installing indoor/outdoor fiber cable in new Panduit style pathways.
  - f) Mounting NID style transition box on a building without backside penetration.
  - g) Mounting NID style transition box on a building, including a backside penetration.

## **S. Response Format**

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive.

### **1. Cover Letter**

Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).

### **2. Use of Subcontractors/Partners**

There may be areas for use of subcontractors or partners in this project. The Respondent must clearly define their intention to subcontract any portion of this work – initially or long term. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

### **3. Company Information**

- a. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
- b. Identify the year in which your company was established and began providing contract installation services.
- c. Describe your firm's financial status.
- d. Confirm your firm's legal standing to perform the required services within the State of California.
- e. Please identify any lawsuits or litigation, past or present, that your firm has been a party to.

- f. Describe any pending plans to sell or merge your company.
- g. Provide a comprehensive listing of all the services you provide.

**4. Company and Personnel Qualifications**

- a. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information: 1) company name, 2) contact name, 3) phone number, 4) email address, 5) brief description of project scope and current status. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
- b. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
- c. If applicable, list the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project.

**5. Project Staffing and Resourcing**

- a. Describe your worker pre-employment screening procedures.
- b. Describe your work task training protocol.
- c. Indicate the resources and time line requirements (ability to both start tasks and ramp up task volume over time) to complete this work as described. Explain the amount of resources for each of the proposed Installation Services that could be committed to working on this project (by month or quarter). Please present a monthly or quarterly forecast that identifies the volume of connections that could be made as you ramp up staffing for this project.
- d. Identify the staffing approach relative to your use of existing personnel (re-located from other markets) versus new-hire personnel from the local area, including how this may evolve over time. Indicate if local personnel would be staffed via existing subcontractor or individual new hires.
- e. Describe your plan for operating in Beverly Hills including but not limited to the establishment of a local office/operations center, leasing of a warehouse and extent of local hiring. Clearly specify any assumptions related to the use of City property, plant or equipment.
- f. Describe the equipment and tools your firm will provide to personnel to ensure technicians are equipped to perform all task requirements in a thorough and quality manner.

**6. Response Time**

For each of the following task categories your firm is submitting a bid for, please indicate your response time parameters (e.g. maximum response time to complete an install or respond onsite to a service call or outage):

- SFU residential installs
- MDU residential installs
- Commercial installs
- Residential customer service truck rolls
- Commercial customer service truck rolls

## 7. Quality Assurance

- a. Summarize your work standards and procedures
- b. Describe in detail your QA process and customer service quality training.
- c. Describe your approach to customer education at the time of installation and any limitations related to that process (e.g. does not include setting up an email account).
- d. Provide details regarding your QA procedures including but not limited to follow-up QA calls/emails, pre-appointment reminder calls, work quality inspections, complaint logging/tracking, etc.

## 8. Cost Requirements

Provide fixed pricing for the line items listed below. **Quote specific rates for SFU, MDU, and commercial locations for each task.** These rates will be considered valid throughout the project. Bidders may provide additional rates for methods and tasks that they deem necessary to perform the stated work activities.

**Proposers should not include materials cost in their per task fees. These materials will be billed at a “cost plus” rate and materials specification/selection will be jointly agreed to by the City and the selected Contractor.**

1. ONT install – Requiring Cat6 inside wiring to ONT location and Internet service activation<sup>2</sup> (fixed fee + Cat6 fee per foot).
2. ONT install – Pre-Existing Cat6 inside wiring to ONT location and Internet service activation<sup>1</sup> (fixed fee)
3. Voice service activation with NID cross-connect (incremental fixed fee)
4. Voice service activation without NID cross-connect (incremental fixed fee)
5. Video service activation to a streaming device via wireless connection to ONT (incremental fixed fee per device)
6. Video service activation to a streaming device via Cat6 connection to ONT (incremental fixed fee per device + Cat6 fee per foot)
7. Wireless Gateway ONT configuration (incremental fixed fee)
8. Wireless Extender/Bridge install & configuration (incremental fixed fee per device)
9. Wall Fish (fixed fee each)
10. Install new outlet (fixed fee each)
11. Utilize existing outlet (fixed fee each)
12. MDU and Commercial Property survey & wiring design (hourly labor rate)
13. MDU and Commercial Property structured wiring implementation (hourly labor rate)
14. Service Truck Rolls (hourly labor rate)

The City is seeking a simple rate structure that will allow for the majority of all premise installs to be charged with a limited number of line items each. It is the responsibility of the Respondent to clearly specify any fees that it expects to charge.

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<sup>2</sup> All new connect installs will require Internet service.



The City does not anticipate a large number of specialized installations for businesses and MDUs. Any specialized installations that arise during the term of the agreement with the Contractor will be contracted on an individual case basis. Respondent must specify hourly rates for all applicable personnel that might be involved in completing specialized tasks.

## **T. Evaluation Criteria**

The City and its agents will evaluate the Proposals using the following key criteria (not in any order of importance):

- Conformance to the Request and completeness of responses
- Project approach
- Qualifications of the company and key staff
- Similar experience in other broadband operators
- Applicability and veracity of references
- Ability to perform and financial stability
- Unit costing and pricing for the work
- Timeline requirements
- And any other related factors as deemed critical by the City

As part of the evaluation, the City may contact the references provided in the Proposal. Additionally, the City may select a short list of Proposers for in-person presentation and discussion of the submitted proposal.

**BID FORM**  
**(Must be completed by Vendor)**

The undersigned proposes to furnish all materials, supplies, equipment or services set forth herein subject to all conditions outlined in the Bid Document, including the general instructions and information to bidders, at prices indicated below:

**BID PROPOSAL**

**TOTAL COST NOT TO EXCEED: SEE ATTACHED PRICE LIST.**

Payment Terms: \_\_\_\_\_

Delivery: \_\_\_\_\_ (Number of days or hours for delivery upon demand)

Company Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Person submitting bid: \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**F.O.B.**

All prices of the bid shall be F.O.B. destination Beverly Hills, California; and delivery to any point within Beverly Hills shall be without additional charge.

**TAX**

All bid proposals shall be inclusive of sales tax and any and all costs associated with the bid, including shipping or freight.



**SAMPLE AGREEMENT**

**Bid No. 18-39**

**AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
CONTRACTOR'S NAME FOR BRIEFLY DESCRIBE PURPOSE  
OF CONTRACT**

NAME OF CONTRACTOR: **Insert name of contractor**  
RESPONSIBLE PRINCIPAL OF CONTRACTOR: **Insert name, title**

CONTRACTOR'S ADDRESS: **Insert street address**  
**Insert city, state, zip code**  
Attention: **Insert name, title**

CONTRACTOR'S E.I.N/TAX I.D. NO.: **Insert contractor's Tax I.D. No.**

CITY'S ADDRESS: **City of Beverly Hills**  
**455 N. Rexford Drive**  
**Beverly Hills, CA 90210**  
**Attention: David Schirmer, Chief**  
**Information Officer**

COMMENCEMENT DATE: **Insert date of commencement**

TERMINATION DATE: **Insert date of termination**

CONSIDERATION: Not to exceed \$ **Insert consideration amount**

# SAMPLE AGREEMENT

Bid No. 18-39

## AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND CONTRACTOR'S NAME FOR BRIEFLY DESCRIBE PURPOSE OF CONTRACT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Insert contractor's name (hereinafter called "CONTRACTOR").

### RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein by this reference.

B. CONTRACTOR represents that it is qualified and able to perform the Services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Services described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon the Commencement Date or upon issuance of a duly notified purchase order by the City . CONTRACTOR shall complete the performance of services by the Termination Date set forth above.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the rates set forth in Exhibit B.

(b) Expenses

CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall

have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Professional Liability Insurance

A policy or policies of Professional Liability Insurance (errors and

## SAMPLE AGREEMENT

**Bid No. 18-39**

omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate.

(4) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, or on a form acceptable to the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(f) The general liability and auto liability insurance shall contain an endorsement naming the CITY as an additional insured.

(g) CONTRACTOR shall provide CITY with thirty (30) days prior written notice if the policies required under this Agreement will be canceled or reduced.

(h) All of the policies required under this Agreement shall state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(i) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(j) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

(k) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONTRACTOR and its insurance carriers.

Section 12. Indemnification.

(a) CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

(b) All duties of CONTRACTOR shall survive termination or expiration of the Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party



**SAMPLE AGREEMENT**

**Bid No. 18-39**

in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JULIAN A. GOLD, M.D.  
Mayor of the City of Beverly Hills, California

ATTEST:

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

CONTRACTOR:

\_\_\_\_\_  
Insert Contractor Name  
Insert Title

\_\_\_\_\_  
Insert Contractor Name  
Insert Title

APPROVED AS TO CONTENT:

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MAHDI ALUZRI  
City Manager

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DAVID SCHIRMER  
Chief Information Officer

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SHARON L'HEUREUX DRESSEL  
Risk Manager

# SAMPLE AGREEMENT

## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR shall perform the following services: *[Describe the services in detail. Include schedule for deliverables and/or services. If there is a need for a Project schedule, insert a Project schedule or insert "The City Manager or his designee may establish a project schedule in writing."]*

# SAMPLE AGREEMENT

## EXHIBIT B

### SCHEDULE OF PAYMENT AND RATES

(a) Rates/Compensation

(b) CONTRACTOR shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in this Exhibit.

**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 \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ A.  
 B.  
 C.

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  
 TITLE: \_\_\_\_\_  
 AGENCY: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_