

AGREEMENT WITH PACIFIC COAST CABLING, INC., TO PROVIDE ON-CALL NETWORK CABLING SERVICES FOR THE CITY OF SANTA ANA

THIS AGREEMENT is made and entered into on this 16th day of August, 2022 by and between Pacific Coast Cabling, Inc., a California corporation ("Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. On March 23, 2022, the City issued Request for Proposal ("RFP") No. 22-032, by which it sought a qualified contractor to provide on-call network cabling services for the City's Information Technology Department.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 22-032.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an on-call basis, and at the City's sole discretion, Contractor shall perform the services described in the scope of work that was included in RFP No. 22-032, which is attached as **Exhibit A**, and as more specifically delineated in Contractor's proposal, which is attached as **Exhibit B** and incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Exhibit C**. Contractor is one of three (3) contractors selected to provide network cabling services on an on-call basis under RFP 22-032. The total annual compensation for the services provided by all such contractors selected under RFP 22-032 shall not exceed the aggregate amount of One Hundred Thousand Dollars and Zero Cents (**\$100,000**) including extension periods, if any, for a total aggregate amount not to exceed Six Hundred Thousand Dollars and Zero Cents (**\$600,000**).
- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not

be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on August 16, 2025, unless terminated earlier in accordance with Section 16, below. The term of this Agreement may be extended for up to three (3) one-year periods upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not

within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Minimum Scope and Limit of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Broader Coverage:** if the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

1. **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
2. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
7. **Verification of Coverage:** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
9. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury,

damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary

and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other contractors retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination.

In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.
- c. In the event of any conflict or inconsistency between the terms and conditions in this

Agreement and any terms or conditions set forth in any Exhibit, purchase order, or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

- d. This Agreement is the final and complete agreement and any prior or contemporaneous agreement(s) for similar services between the parties is superseded by this Agreement.

21. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Chief Technology and Information Officer
Information Technology Department
City of Santa Ana
20 Civic Center Plaza (M-42)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714-647-5381

To Contractor:

Richard J. Harris, Principal/CSO
Pacific Coast Cabling, Inc.
20717 Prairie Street
Chatsworth, CA 91311
rharris@pccinc.com
818-534-1102

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time

set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

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

ATTEST:

CITY OF SANTA ANA


Daisy Gomez
Clerk of the Council


Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

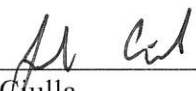
PACIFIC COAST CABLING, INC:

By: 
Brandon Salvatierra
Deputy City Attorney

DocuSigned by:


Richard J. Harris
Principal/CSO

RECOMMENDED FOR APPROVAL:



Jack Ciulla
Chief Technology and Information Officer
Information Technology Department

EXHIBIT A

APPENDIX A

CITY OF SANTA ANA REQUEST FOR PROPOSALS 22-032 FOR ON-CALL NETWORK CABLING SERVICES

SCOPE OF WORK

The City of Santa Ana is (CITY) is seeking proposals from qualified companies to provide all labor and material for the installation of network cabling at various locations in Santa Ana on an on-call basis.

Minimum Requirements/Qualifications: Proposers who do not meet the City's minimum qualifications or fail to provide proof of the qualifications below will be disqualified from the RFP process and will not be considered in the RFP process.

- Proposer or principal operators of the proposed company must be in business for a minimum of 5 years, operating as a C-7 contractor with one or more RCDD employed for the last 5 years.
- Proposer must provide copies of current certificate(s) and BICSI registration number verifying that one or more RCDD are currently employed by proposer and will be assigned to the City.
- Proposer must include copies of *all product or industry certifications, including manufacture certification for installation of proposed materials and systems.*
- Proposer must include abbreviated resumes of individuals that will have a direct role in the delivery and supervision of these services demonstrating their experience and technical capabilities.

I. Proposer's Responsibilities

- A. The Proposer will be responsible for determining cabling distances either by onsite visit or site plan review.
- B. The Proposer is responsible for obtaining any permits in order to fulfill the required terms of this contract, including each job performed hereunder. (Note: The City does not typically require permits for low voltage work for City projects. However, should the scope of work include conduit installation and/or other tasks, permits would be required.)
- C. The Proposer will supply all test equipment and resources required in order to provide the City with all requisite acceptance testing.

- D. The Proposer will dispose of all debris and rubbish from the site that is a direct result of performing any system installation or modification. The Proposer will leave the workspace clean at the end of each workday and all associated materials removed. If the Proposer uses City dumpsters, all cardboard boxes must be broken down (flattened) and all debris sorted and placed into the appropriate containers. Should Proposer not comply with rules regarding dumpsters, they shall be liable for additional charges incurred by the City.
- E. The Proposer may be responsible for removing and laying aside ceiling tiles during installation, depending upon the scope of the project. When the work is complete or by the end of each workday, the tiles must be placed back in the ceiling. Ceiling tiles must be back in place by the end of each workday.
- F. The Proposer will take adequate measures to maintain protection of each City facility. Any damage to any part of the facility by the Proposer or designee will be repaired or replaced at the Proposer's expense and to the complete satisfaction of the City.
- G. The Proposer must adhere to all sign-in and sign-out procedures at all City locations and wear company uniform and/or badge at all times.

II. Cabling Guidelines

- A. The Proposer will install cabling in accordance with City standards and the most recent edition of BICSI publications.
 - a. BICSI--Telecommunications Distribution Methods Manual
 - b. BICSI--Cabling Installation Manual
- B. Under no circumstances shall any cabling be secured directly to or interfere with the proper operation of building sprinkler systems.
- C. The Proposer will fire stop all core holes and sleeves used for riser and tie cabling installations between floors or through fire-rated walls.
- D. All cables will clearly be identified with computer-generated labeling according to the City's standard numbering schemas as **directed**:
 - a. on the jacket at each end,
 - b. on the jack faceplate at the station end,
 - c. and on the patch panel at the MDF/IDF end.
- E. A minimum 10' cable maintenance service loop will be implemented at both ends of all cabling to allow for any future modifications to the original installation, unless otherwise directed by the City.

F. The following clearances will be maintained from EMI sources:

- a. Power Cable: 6"
- b. Fluorescent Lighting: 12"
- c. Electrical Transformer: 36"

III. Copper Cabling Specifications.

- A. The Proposer will be required to provide, install, repair/replace, modify, and terminate copper cable and related components.
- B. The City of Santa Ana Minimum Standards.
 - a. The current copper cable specifications used by the City for data and voice include 4-pair UTP (Unshielded Twisted Pair) plenum, Category 6, and 6a. All new copper installations will require a minimum of Category 6a. The City reserves the right to add or modify standard copper cabling types as needed throughout the duration of the resulting contract.
 - b. The Proposer will comply with all TIA/EIA Telecommunications Wiring Standards as adopted by the City, including the ANSI/EIA/TIA, and NEC standards, as well as BICSI design and installation methods for all materials, installation, testing, configuration and documentation of the City Telecommunications Infrastructure. These guidelines are based upon widely used industry standards such as, but not limited to, EIA/TIA 568, 569, 570, 606A, 607, including all TSB's, and the NEC codes related to Telecommunications Infrastructures. This would include any new or updated standards adopted by the ANSI/EIA/TIA, and new or updated NEC code, as well as any updated or new BICSI design and installation practices.
- C. The City reserves the right to request the use of any industry standard cable color depending on location and type of installation.
- D. Cabling Termination
 - a. All copper cabling will be terminated using the 568B standard.
 - b. Cables will be terminated onto Category 6a plugs and panels in the respective MDF/IDF at the closet end and Category 6a data jacks at the station end, unless otherwise directed.
- E. Testing Procedures
 - a. Each installed cable will have a wire map test for continuity, opens, shorts, polarity, and reversals on all pairs and/or conductors performed
 - b. Each installed cable will be tested for installed length using a TDR-type device. Cables will be tested from patch panel to patch panel, block to

block, patch panel to station outlet, or as appropriate.

- c. Each installed cable will be performance verified by providing results for the following tests, indicating the worst-case result, the frequency at which it occurs, the limit at that point, and the margin:
 - Pair-to-Pair Near End Crosstalk (NEXT)
 - Power Sum Near End Crosstalk (PSNEXT)
 - Equal Level Far End Crosstalk (ELFEXT)
 - Power Sum Equal Level Far End Crosstalk (PSELFEXT)
 - Attenuation to Crosstalk Ratio (ACR)
 - Power Sum Attenuation to Crosstalk Ratio (PSACR)
 - Return Loss (RL)
- d. When required, all test results will be printed directly from test unit or software in conjunction with test unit. No handwritten test results will be accepted.

IV. Fiber-Optic Cabling Specifications.

- A. The Proposer will be required to provide, install, repair/replace, modify and terminate cable and related components.
- B. The City Minimum Standards
 - a. The current cable specifications used by the City for fiber-optic installations include OM3 multimode 50/125 and/or 62.5/125 and OS1/OS2 single mode 9/125, 4-strand, 6-strand, 12- strand, and 24-strand. The City reserves the right to add or modify standard fiber-optic cabling types as needed throughout the duration of the resulting contract.
 - e. All fiber-optic bend radii must comply with manufacturer specifications
 - f. There will be no splices on any fiber runs.
 - g. All fiber-optic patch panels will be installed according to manufacturer's specifications.
 - h. Any fiber strands with losses higher than established standards will be repaired or replaced at no cost to the City.
- C. Testing Procedures
 - a. Each installed fiber-optic strand will be tested for end-to-end attenuation with an optical power meter and light source. Cable length and attenuation will be tested and reported using an Optical Time Domain Reflectometer (OTDR).
 - b. The Proposer will measure all horizontal and backbone multimode fiber attenuation at 850 nm (nanometers) and 1300 nm, and all single mode fiber attenuation at 1310 nm and 1500 nm, using an LED light source and

power meter.

- c. All test results will be printed directly from test unit or software in conjunction with test unit. No handwritten test results will be accepted.

V. CATV (Coaxial) Cabling Specifications.

A. The Proposer will be required to provide, install, repair/replace, modify, and terminate CATV and related components.

B. The City Minimum Standards

- a. The current cable specifications used by the City for coaxial cable installations include RG-11 and RG-6. The City reserves the right to add or modify standard coaxial cabling types as needed throughout the duration of the resulting contract.
- b. The system will provide ten (10) dBmV (+/- 5 dBmV) at each outlet when a signal of 50 dBmV is applied from the head end cable.
- c. All station cables must be installed to the nearest distribution device as specified by the City.
- d. Trunk lines between MDF/IDF/Demarcation will not be tapped for service connection out to station outlets, unless specifically directed by the City.
- e. All indoor cabling and connectors will be plenum rated. All outdoor cabling and connectors will be rated for use in all weather conditions.
- f. All connectors will be compression-type and be terminated using the appropriate compression tool(s).
- g. The minimum bending radius of the coaxial cable is 16 times the cable diameter, or manufacturer's specifications, whichever is greater.

C. Testing Procedures.

- a. All installed cables will be tested using a signal strength meter capable of measuring RF signal. All test results will be printed directly from test unit or software in conjunction with test unit. No handwritten test results will be accepted.

VI. Public Address, Security {Intrusion Detection}, Fire Alarm Cabling Specifications.

A. The Proposer will be required to provide, install, repair/replace, and modify cable and related components.

B. The City Minimum Standards

- a. The current cable specifications used by the City for non-network-based Public Address, Security, and Fire Alarm interior installations include:
 - Public Address: 24 AWG, 4 Conductor, Solid, Unshielded, Plenum

- Security: 18 AWG, 4 Conductor, Stranded, Unshielded, Plenum
18 AWG, 2 Conductor, Stranded, Shielded, Plenum
- Fire Alarm: 14 AWG, 2/4 Conductor, Solid, Shielded, Plenum
16 AWG, 2/4 Conductor, Solid, Shielded, Plenum

- b. The City reserves the right to add or modify cabling types as needed throughout the duration of the resulting contract. All cables will be installed from point to point, as requested, but cabling will not be terminated. Excess cabling length, as directed, will be left at both ends of the cable to allow for terminations at a later time.
- c. Since the Proposer will not be installing electronic security equipment and devices, nor connecting cabling to such, a Department of Criminal Justice Services (DCJS) certification is not required of the Proposer.
- d. For all projects requiring exterior installations, the Proposer will utilize outdoor cabling rated for use in all-weather conditions.

C. Testing Procedures

- a. No formal testing procedures are required for Public Address, Security, Fire Alarm cabling.

VII. Warranty

The Proposer will warrant the cabling system against defects in products and workmanship for a period of one (1) year from the date of system acceptance. The warranty will be included at no additional cost to the City. The warranty will cover all labor and materials necessary to correct a failed portion of the system and to demonstrate performance within the original installation specifications after repairs are accomplished.

VIII. Documentation and Deliverables

- A. A documentation package will be submitted to the City when requested, either in print or electronic format (at the discretion of the City), and will include:
 - Manufacturer specification sheets with part numbers for each component installed in system
 - Pass/Fail summary report with cable lengths documented and detailed reports for each cable tested, except for Public Address, Security, and Fire Alarm cabling
 - Cable route drawing identifying copper and fiber-optic cabling between MDF/IDF/Demarcation. Each cable type must be clearly identifiable. If requested at the time of quote, successful Proposer shall include as a separate line.
- B. The documentation package must be submitted, received, and accepted by the City before final sign-off of the project and final payment is made.

- C. Final "as-built" drawings will be delivered within thirty (30) days of acceptance by the City. All drawings will be corrected to show any changes or deviations from the original design prior to delivering to the City.

IX. Service Level Agreement

- A. For purposes of calculating actual response and completion times, the City's regular working hours will be defined as Monday through Friday from 7:30 a.m. until 5:30 p.m. The City will include available working hours in the statement of work.
- B. Response time is defined as the time elapsed in regular working hours (as defined above) from initiation of a service request until the time when the Proposer's qualified representative is on-site to initiate problem determination and corrective action.
- C. Completion time is defined as the time elapsed in regular working hours from the time a service request is initiated until satisfactory installation, repair/maintenance or replacement of failed equipment.
- D. Installation SLA:
- Routine installation- 5 business days or less
 - Priority cabling installation - 24 business hours
 - Special projects - according to timetable/schedule outlined in request for quote or statement of work

X. Inventory & Parts Requirements

- A. Materials and inventory parts will be based upon a percentage discount off the manufacturer's list price.
- B. Manufacturer's catalog from which discounts will be taken will be provided upon request and updates provided to the City as often as manufacturers update their catalogs.

XI. Inspection & Acceptance:

Services will be deemed accepted by the City upon notification to the Proposer. The Proposer will use commercially reasonable efforts to make any changes as required to correct any deficiencies subject to the warranty provisions herein.

- a. Signature on work ticket does not constitute acceptance.
- b. The City will inspect completed work within seven (7) business days of notification of completion.
- c. The City reserves right to conduct random re-test of up to 5% of cable plant to confirm results.
- d. Acceptance will be subject to completion of all work, successful post-

installation testing yielding 100% pass rating, and receipt of all deliverables.

- e. Corrections and/or modifications resulting from unsatisfactory inspection will be completed within three (3) business days.

XII. Installation/Formal Quote:

The Proposer is required to have established processes, procedures, staff resources and relevant tools in place for the installation of cabling and other technology items, either (a) on a time and materials basis, or (b) upon request of a formal quotation or issuance of a statement of work.

- A. The Proposer will indicate its hourly rate(s) for installation based on job title. Installation may include, but not limited to, such associated tasks as: hanging a wireless access point, installing a protective cage over wireless access point, mounting a network switch in telecom rack, reorganization of cabling/equipment within telecom rack, mounting an interactive projector to wall and installing customer-provided cabling to station end.
- B. All formal quotations will include:
 - a. The City will request that the Proposer prepare a formal quote for all major cabling jobs; such jobs will typically include multiple workstation cables (more than five); build out of a new retrofitted wire closet; LAN and other data communications connectivity work; tie and feeder cable installation; and all cabling associated with an existing location.
 - b. The City will specify the type of cabling topology ("home run" or "gray box") applicable to the project.
 - c. The Proposer's quote will be itemized by quantity, man- hours/type of materials required, and cost. Line-item pricing is required, as well as the total cost for the proposed job. No more than ten percent (10%) of the total cost of the quotation may be for materials that are not itemized (i.e., miscellaneous supplies).
 - d. The formal quote, once accepted by the City, will constitute a firm price for the completion of the job. The charges for the accepted quote may not increase or decrease by the awarded Proposer unless, (a) quantities increase or decrease as authorized by The City of Santa Ana Project Officer, (b) modification to the design of the installation as authorized by The City of Santa Ana Project Officer could reasonably increase or decrease the costs of the installation work. In either case, the increased or decreased charges will be approved by The City of Santa Ana prior to implementing the work.

EXHIBIT B



PCC Network Solutions
Design. Build. Deliver.

April 26, 2022

Re: City of Santa Ana: On-Call Network Cabling Services 22-032

COVER LETTER/STATEMENT CONFIRMING COMPLIANCE

Thank you for allowing PCC Network Solutions (a Pacific Coast Cabling, Inc. company) the opportunity to respond to your request to provide and install the communications cabling infrastructure for the City of Santa Ana: On-Call Network Cabling Services. *PCC Network Solutions understands and complies with all scope requirements of the RFP and accept the terms and conditions under which the RFP was issued.*

We recognize the need for a dynamic communications infrastructure that will allow future growth. This letter details some unique qualifications of PCC Network Solutions that would make us an ideal candidate for your project. I feel strongly that there is no other company that has the same resources and capabilities needed to become a strong partner to The City of Santa Ana.

PCC Network Solutions is a California, Arizona, and Texas State licensed, bonded, and additionally insured communications contractor providing network communications solutions for local and wide area network applications since 1985. Our corporate office is located in Chatsworth, CA, with additional offices in Anaheim, CA; Arizona; and Texas. Our CA C7 license number is 534115, and our DIR Number is 1000002785. We are ideally located to respond quickly to on-site issues and meetings. Our success is due to our high quality of work, attention to detail, extensive training, focus on safety, customer service, strong partner relationships, and our performance reputation for completing projects on time and within budget.

PCC Network Solutions provides a strategic and consultative approach to meeting an organization's communications challenges. With services that span the needs of the entire enterprise — from engineering to maintenance, from planning an RFP to installing an optimum solution — we aim to be your partner for the future.

Our Core Solutions

We strive to be a consultative business partner; designing, building, and delivering low voltage cabling infrastructure solutions made up of copper and fiber cabling and connectivity apparatus supporting:

- Voice/Data
- Data Center Build-Out
- Telecommunication Room/Cable Management
- Access Control
- Video Surveillance
- Distributed Antenna Systems (DAS)
- Audio Visual

- Physical Security
- Wireless
- Sound Management

We are proud to bring our clients certified, best-of-breed products from our partners, including CommScope Systimax/Uniprise, Belden, Berk-Tek, Corning, CPI, General Cable, Leviton, Ortronics, Panduit, and Sumitomo.

Our clients include the City of Beverly Hills, the City of Long Beach, County of Riverside, Northrop Grumman, JPMorgan Chase, Lockheed FCU, Coldwell Bankers, Children's Hospital, Intuit, County of Los Angeles, Glendale Adventist, Simi Adventist, Citrix Online, Genzyme, Alorica, 20th Century Fox, DreamWorks, Warner Brothers, Disney, Semptra Energy, St. John's, AAA, Sage Publications, Experian, AwesomenessTV, Cerritos College, Discount Tire, Santa Monica College, USC, and UCLA, to name just a few.

Organization

Although PCC Network Solutions boasts an impressive list of household-name clients, from Fortune 50 to start-ups, we never grow lackadaisical in our approach to client service. All of our clients – regardless of size – receive the same quality service that has made our clients successful since 1985. We have a large group of BICSI trained and registered technicians and RCDDs on staff to assign to your project. We employ the highest skilled Systems Engineers, Project Managers, Foreman, and Technicians in the field. We are not a slow-moving behemoth: we are quick to respond and flexible — at all times, for all clients.

Vendor Certifications

As a certified installer of CommScope Systimax, Corning, and CPI, we have trained and certified technicians available to complete this project. We have included current certification documentation.

Services Beyond the Project - Maintenance

Once your communication system is complete, PCC Network Solutions would like to manage another challenge for you: maintenance of the new system. PCC Network Solutions offers extended maintenance services, including moves-adds-changes (MAC), repairs, even testing and measurement of your network. By using our Communication Support Services (CSS) to support your everyday needs, your key personnel can focus on what they do best and you can rest assured that your organization is complying with warranties, specifications, and standards.

Once again, thank you for the opportunity to respond to your RFP. If you have any questions please do not hesitate to contact me at rharris@pccinc.com or 818-534-1102.

Sincerely,



Richard J. Harris
Principal/CSO

EXHIBIT C

EXHIBIT C



PCC Network Solutions
Design. Build. Deliver.

Telecommunications Infrastructure Services - TIS Rate Sheet

Re: Time & Material Rates By Classification (California Prevailing Wage Schedule)
Standard Response Rates (LA County, California)

Classification	ST Rate	2nd Shift	3rd Shift	OT Rate	DT Rate
Project Manager	\$115.00	N/A	N/A	\$172.50	\$230.00
Foreman/Supervisor	\$104.50	\$122.79	\$137.42	\$156.75	\$209.00
Technician	\$94.50	\$111.04	\$124.27	\$141.75	\$189.00
Outside Plant Specialist-Copper Splicer	\$119.50	\$140.41	\$157.14	\$179.25	\$239.00
Optical Fiber Specialist-Fiber Splicer	\$145.00	\$170.38	\$190.68	\$217.50	\$290.00
Registered Communications Distribution Designer (RCDD)	\$150.00	N/A	N/A	\$225.00	\$300.00

(ST) Straight Time Hours are an 8-hour shift Mon. - Fri., between the hours of 5:00 a.m. - 6:00 p.m., except Company Holidays.

(2nd shift) 2nd Shift Hours are 8-hour shifts for a minimum of 5 consecutive days, Mon. - Fri., 4:30 p.m. - 1:00 a.m., except Holidays.

(3rd shift) 3rd Shift Hours are 8-hour shifts for a minimum of 5 consecutive days, Mon. - Fri., 12:30 a.m. - 8:00 a.m., except Holidays.

(OT) Overtime Hours are hours in excess of 8 and up to 12 during any shift and the first 12 hours on Sat., except Holidays.

(DT) Doubletime Hours are hours in excess of 12 during any shift including Sat., and all hours on Sun. and Holidays.

Charges for labor billing will be a minimum of two hours, which includes the following travel time between the Contractor's office and the Property, determined on a daily basis: (A) if eight or more service hours are rendered at the Property, round-trip time in excess of two hours; and (B) if less than eight service hours are rendered at the Property, all round trip travel time will be charged.

Information provided within this document is Proprietary and Confidential. Disclosure of this information to any entity or personnel other than intended is prohibited unless expressly authorized by an Officer of PCC Network Solutions. These rates are subject to change at PCC's discretion.

Technical labor support is available 24/7/365. Special T&M rates for dedicated on-site personnel can be provided.

Refer to PCC Network Solutions T&M Agreement for additional Terms & Conditions.