

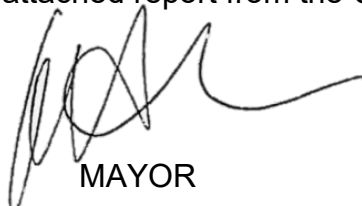
0150-11990-0000

T R A N S M I T T A LTO
The City CouncilDATE
01/18/2022

COUNCIL FILE NO.

FROM
The MayorCOUNCIL DISTRICT
ALL**Proposed Contract with L Tech Network Services, Inc.
for Voice and Data Communications Services.**

Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). Please see the attached report from the City Administrative Officer.



MAYOR
(Andre Herndon for)

MWS:MGR:11220058c

CAO 649-d

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 1/3/22	C.D. No. All	CAO File No.: 0150-11990-0000
Contracting Department/Bureau: Information Technology Agency (ITA)		Contact: Tita Zara (213) 978-3346	
Reference: Request from ITA dated November 4, 2021, referred for report on November 10, 2021.			
Purpose of Contract: Voice and Data Communications Services			
Type of Contract: (X) New contract () Amendment		Contract Term Dates: January 1, 2022 through December 31, 2026, with two one-year options to extend	
Contract/Amendment Amount: \$ 15,000,000 Proposed amount \$ 15,000,000 + Prior award(s) \$ 0 = Total \$ 15,000,000			
Source of funds: General Fund – Communications Services Account			
Name of Contractor: L Tech Network Services, Inc. Address: 9926 Pioneer Blvd. Suite 101, Santa Fe Springs, CA 90670			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 58%			
Contractor has complied with:	Yes	No	N/A
8. Business Inclusion Program	X		
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

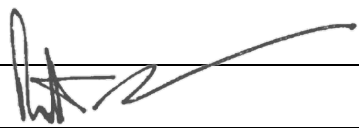
RECOMMENDATION

That the Council authorize the General Manager of the Information Technology Agency (ITA), or his designee, to execute a contract with L Tech Network Services, Inc. for Citywide voice and data communications and related services for a term of five years beginning January 1, 2022 through December 31, 2026, with two one-year options to extend, for a total compensation amount of \$15 million, subject to the approval of the City Attorney.

FINDINGS

The Information Technology Agency (ITA) requests authority to execute a contract (Contract) with L Tech Network Services, Inc. (L Tech) for voice and data communications services. The term of the proposed Contract is five years beginning January 1, 2022 to December 31, 2026 with a total compensation amount of \$15 million.

The Information Technology Agency (ITA) is responsible for providing voice and data communications to all Council-controlled departments. For over 20 years, ITA has employed contractors as back up to City workers on an as-needed basis in order to ensure that these communications are not interrupted

Maria Ramos			
MGR	Analyst	11220058	City Administrative Officer

longer than is necessary. ITA states that this Contract is needed as the Department has experienced a reduction in staff due to the Separation Incentive Program.

On February 26, 2021, ITA released a Request for Proposal (RFP) on the City's BAVN website for those interested in supplying the City with on-site service, installation, and maintenance of telephones and inside/outside cable plant, and associated technical, administrative, warehouse, clerical, and drafting support on an as-needed basis. Three proposals were received by the June 2, 2021 deadline and all were evaluated by a committee of three representatives from ITA. The proposals were rated based on the following factors specified in the RFP:

- Responsiveness to the RFP;
- Company Information and Qualifications;
- Routine Cable Installation Price Schedule;
- Standard Rate Schedule;
- Warranties and Additional Information; and,
- References.

The committee and ITA recommend awarding the contract to L Tech based on the evaluation of the proposals. All proposers were notified by ITA of the evaluation and selection results on September 1, 2021.

The Contract compensation threshold is \$15 million with \$3 million available in the current fiscal year for these services. ITA reports that the average Contract monthly expenditure is approximately \$250,000. Funding for this Contract is included in ITA's 2021-22 Budget within the Communications Services Account. Pursuant to Section I of the Contract, the Contract shall be subject to termination by the City if funds are not appropriated for these services in the ensuing fiscal years commencing July 1. The execution of this Contract does not grant the Contractor exclusive rights to provide all services identified in the proposed Contract nor does it obligate the City to utilize any or all the allocated funds.

L Tech has submitted all applicable City contracting requirements. In accordance with Charter Section 1022, this Office determined that there is insufficient existing City staff to perform the work proposed and additional staff cannot be employed and trained in a timely manner to meet the department's needs, and that the work is of limited scope or intermittent nature and it is unlikely that the City would be able to continue the employment of persons hired for projects under the proposed Contract. In accordance with Los Angeles Administrative Code Section 10.5(b)(2), Council approval of the proposed Contract is required because the Contract exceeds three years in term and the annual expenditure on the Contract exceeds \$169,418.

FISCAL IMPACT STATEMENT

Funding for the proposed Contract is available in ITA's Communications Services Account. The impact to the General Fund is limited to the availability of funds appropriated in the budget.

FINANCIAL POLICIES STATEMENT

As current year and future year expenditures are limited to the appropriation of funds in the budget, the recommendation of this report complies with the City's Financial Policies.

TED M. ROSS
GENERAL MANAGER
CHIEF INFORMATION OFFICER

JOYCE J. EDSON
EXECUTIVE OFFICER

MARYAM ABBASSI
ASSISTANT GENERAL MANAGER

BHAVIN PATEL
ACTING ASSISTANT GENERAL MANAGER

TITA ZARA
ACTING ASSISTANT GENERAL MANAGER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR



INFORMATION TECHNOLOGY AGENCY

CITY HALL EAST
200 N MAIN ST, ROOM 1400
LOS ANGELES, CA 90012
213.978.3311

ita.lacity.org

November 4, 2021

REF: EXE-321-21

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
200 N. Spring St.
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

Subject: REQUEST FOR PERSONAL SERVICES CONTRACT – VOICE AND DATA COMMUNICATION SERVICES

Dear Mayor Garcetti:

Attached for your review and approval is a personal services contract with L Tech Network Services, Inc., to provide citywide voice and data communication and related services. The contract will have an expenditure limit of \$15 million dollars and a term of five (5) years, starting January 1, 2022, and ending December 31, 2026.

BACKGROUND

The Information Technology Agency (ITA) is responsible for providing voice and data communications to all Council-controlled departments. To ensure that these communications are not interrupted any longer than necessary, ITA has employed contractors to back up City workers on an as-needed basis for more than 20 years. With the reduction in City staff due to the staff retirements and the hiring restrictions required by the pandemic, this backup is needed more than ever and the draft contract before you seeks to fill that need.

On February 26, 2021, ITA issued and posted a Request for Proposal (RFP) on the City's BAVN website to invite proposals from companies interested in supplying the City of Los Angeles with on-site service, installation, and maintenance of telephones and inside/outside cable plant, and associated technical, administrative, warehouse, clerical, and drafting support on an as-needed basis.

A mandatory pre-proposal conference was held on March 24, 2021. Three proposals were received by the deadline on June 2, 2021, and all were evaluated by a committee of three representatives from ITA. The proposals were rated based on the following factors specified in the RFP:

- Responsiveness to the RFP
- Company Information and Qualifications
- Routine Cable Installation Price Schedule

- Standard Rate Schedule
- Warranties and Additional Information
- References

As the result of the evaluation and after taking into account reference checks and any additional points applied to vendors in accordance with the Local Business Preference Program (LBPP), the committee and ITA recommend awarding the contract to L Tech Network Services, Inc.

On September 1, 2021, all proposers were notified by ITA of the evaluation and selection results.

The term of the contract will be five (5) years commencing on the date attested by City Clerk with a ceiling amount of \$15 million dollars. The execution of this contract does not obligate the City to utilize all the contractor's services or all the allocated funds.

The Personnel Department has determined, in accordance with Charter 1022 that for the services set forth in the proposed contract (a) there is insufficient existing City staff to perform the work proposed to be contracted herein and additional staff cannot be employed and trained in a timely manner to meet the department's needs, and (b) this work is of limited scope or intermittent nature and it is unlikely that the City would be able to continue the employment of persons hired for projects undertaken under this Agreement.

As requested by the Office of the City Administrative Officer (CAO), the ITA surveyed the departments listed in Personnel Charter 1022 report and none had adequate or sufficient staff to perform the work.

The Contractor complied with the Business Improvement Program.

The Equal Benefits Ordinance/First Source Hiring Ordinance and the Disclosure Ordinance affidavits have been uploaded to labavn.org and were verified by the Bureau of Contract Administration on September 1, 2021.

The Bidder Certification CEC Form 50 and the Ethics CEC Form 55 were completed by the Contractor during the RFP process; the CEC 55 was filed with the Ethics Commission on June 14, 2021.

The Contractor Responsibility Questionnaire was filed and verified by the Bureau of Contract administration on September 28, 2021.

The ACORD certificate meets the Risk Manager's minimum insurance requirement for General, Automotive, Workers' Compensation and Professional liability (CA #3031264 expires December 1, 2021).

The headquarters address and workforce information is as follows:

9926 Pioneer Blvd., Suite 101
Santa Fe Springs, CA 90670

% of Workforce Residing in the City: 58%

The City Attorney has reviewed and approved the contract as to form.

The vendor possesses a valid Business Tax Registration Certificate.

FISCAL IMPACT

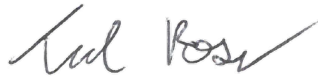
There is funding in the FY 2021-22 budget for this contract. There is no additional general fund impact. Additional funding is dependent on budget approval in subsequent fiscal years.

RECOMMENDATION

That the Council, subject to the approval of the Mayor, authorize the General Manager of the Information Technology Agency, or his designee, to execute the personal services contracts with L Tech Network Services, Inc. to provide Citywide voice and data communication and related services for a five-year period at a contract authority limit of \$15,000,000 (Fifteen Million Dollars).

Please contact Tita Zara, Acting Assistant General Manager, at (213) 978-3346 with any questions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ted Ross", with a checkmark at the end.

Ted Ross
General Manager

Attachment

ec: Melissa Velasco, CAO
 Maria Cecilia Ramos, CAO
 Bhavin Patel, ITA
 Frank Gonzalez, ITA
 Tita Zara, ITA
 Marc Magallanes, ITA
 Maggie McNally, ITA

CONTRACT

between

CITY OF LOS ANGELES

and

L TECH NETWORK SERVICES, INC.

THIS CONTRACT ("Contract" or "Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through its Information Technology Agency, and L Tech Network Services, Inc., a California corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the City Information Technology Agency (hereinafter referred to as "ITA"), is responsible for providing voice and data communications to all Council-controlled departments; and

WHEREAS, the City performed a Charter Section 1022 evaluation and determined that (a) there is insufficient existing City staff to perform the work proposed to be contracted herein and additional staff cannot be employed and trained in a timely manner to meet the department's needs, and (b) this work is of limited scope or intermittent nature and it is unlikely that the City would be able to continue the employment of persons hired for projects undertaken under this Agreement; and

WHEREAS, ITA issued a Request for Proposals (RFP) on February 26, 2021, for Communications and Network Services under Charter Section 372 and the Contractor was selected under such RFP; and

WHEREAS, competitive bidding under Charter Section 371 is not required because the services required are for the performance of special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous; and

WHEREAS, the City desires to engage the services of the Contractor to provide onsite installation and maintenance of inside/outside data cable plant, and any associated technical, administrative, warehouse, clerical, and personnel support; and

WHEREAS, the Contractor has demonstrated to the City, through the RFP process, that Contractor is qualified to perform the services required herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereby promise, covenant, and agree as follows:

1.0 TERM OF CONTRACT

This term of this Contract shall commence on January 1, 2022, and shall terminate on December 31, 2026, or at such time as all funding provided herein has been, expended, whichever occurs first. Further, the City shall have the option in its sole discretion, to extend the term of this Contract for two successive one (1) year periods, upon written notice to the Contractor. This Contract shall be subject to termination by the City if funds are not appropriated for these services in the ensuing fiscal years commencing July 1.

2.0 COMPENSATION AND PAYMENT

2.1. City's Total Obligation

The City's total obligation under this Contract shall not exceed \$15,000,000 (Fifteen Million Dollars). Contractor further understands and agrees that execution of this Contract does not guarantee that any or all funds will be expended.

Contractor understands that the City may have, or subsequently entered into, other contracts with vendors for identical or similar services; therefore, Contractor agrees that this Contract does not grant an exclusive right to Contractor to provide all services identified in this Contract.

2.2. Pricing

The City shall receive the pricing for Services as outlined in Exhibits 1 and 2 throughout the term of this Contract.

Labor rates include all labor-related elements, such as employee benefits, payroll taxes, overhead, worker's compensation, and training.

All costs associated with estimating any job such as, but not limited to transportation, travel time, etc. (commonly referred to as a "pre-field") will be borne by the Contractor.

3.0 STATEMENT OF WORK

Contractor hereby agrees to perform the services requested by the City for onsite service, installation, and maintenance of inside/outside cable plant and necessary personnel support ("Services"). The Services are described in details in this contract. Contractor warrants that its services provided hereunder shall conform at all times to high professional industry standards.

3.1. Installation Services

All installation services are to be completed in accordance with City-issued service requests, also known as Job Orders (JO), at an agreed-upon price consistent with rates quoted in the Contractor's RFP proposal, and incorporated hereto as Exhibits 1 and 2. Contractor understands that the City will request Contractor's services according to the City's requirements and that such services may be required on a full- or part-time basis. The City reserves the right to make modifications to Job Orders (JO) at any time upon written notice to Contractor.

Contractor will be requested to perform any onsite service, installation, maintenance, and repair work based on a properly completed job order or repair ticket. All job orders must be approved by an ITA Communications Engineer, Senior Communications Engineer, or Director of Communications via the City's ServiceNow work order management system. All job orders that do not include an authorized signature shall not be performed by Contractor and must be returned to the City.

All estimates (including any changes) done under this Section shall be completed at the sole expense and responsibility of the Contractor and shall be entered in the City's service job logging system for review and approval by the City.

The Contractor shall supervise all installation service workers. Any incorrect or improperly completed Job Orders shall be resubmitted to the Contractor for correction. Any additional cost, labor, and/or materials required for such correction shall be borne by the Contractor.

All installation services shall be in accordance with the latest building industry standards: Electronic Industries Association (EIA)/Telecommunications Industry Association (TIA) standards, Federal Communications Commission (FCC), Underwriters Laboratories Incorporated (UL), National Electric Code (NEC), American Society of Testing and Materials (ASTM), Insulated Power Cable Engineers Association (IPCEA), American National Standards Institute (ANSI), Rural Electrification Administration (REA) Specification, National Electrical Manufacturers Association (NEMA), Building Industry Consulting Service International (BICSI), and all applicable federal, state, county, and/or City rules and regulations.

3.1.1. Installation of Communication Cables

Upon receipt of an authorized Job Order, the Contractor shall be responsible for copper, coax, and fiber cable installations, splicing, terminations to jacks, patch panels, and demarcation blocks for intra-building and outside cable plant.

All fiber optic installations must comply with NEC Article 770, which covers the installation of optical fiber cables used to transmit light for control, signaling, and communications and installation requirements for optical raceways that contain and support the optical fiber cables. All copper and fiber installations shall comply with TIA-569-B standards for intra-building design and construction practices. Additionally, all outside plant construction work performed by the Contractor shall comply with the State of California Public Utilities Commission (CPUC) General Orders 95 and 128.

The Contractor shall perform end-to-end, bi-directional Optical Time Domain Reflectometer (OTDR) tests for all intra-building, inter-building campus, and outside plant fiber cables (single-mode at 1310 nm and 1550 nm; and multimode fiber at 850 nm and 1300 nm). Test results shall be recorded and provided in both electronic file (viewer software reader must be provided if the file is in a proprietary format) and printed formats.

Cable installations shall consist of one of the following two categories:

- **Standard Category 5e structured cabling for plenum- and PVC-rated installations (this is a legacy configuration which is currently only required when adding a few workstations to existing infrastructure):**
 - **Data:** Two white or natural CommScope Uniprise Cat 5e cables. Termination will be done strictly in accordance with the TIA/EIA Commercial Building Telecommunications Cabling Standard into certified CAT-5e jacks and patch panels. The jacks will be of the RJ-45 type and wired in the T568A configuration. Satisfactory test results must be provided in accordance with the latest CAT-5E specification for each cable installed. Both ends of each cable pull must be labeled.
 - **Voice:** One white or natural CAT-5e cable. Termination will be done on 66M1-50 blocks and RJ-45 type jacks wired in the T568A configuration. 66M1-50 blocks shall be mounted on metal 183 type color-coded backboards (blue, green, purple, etc.). Mushroom boards shall be installed with each backboard. Backboards and

mushroom boards shall be mounted on ¾-inch flame-retardant plywood backboards painted with white fire retardant paint.

- **Standard Category 6A structured installation for plenum- and PVC-rated installations:**

- Two unshielded natural or white color CommScope Uniprise system cables shall be installed. Termination will be done strictly in accordance with the TIA/EIA Commercial Building Telecommunications Cabling Standard into TE Connectivity TE640 compatible certified CAT-6A jacks and patch panels. The jacks will be of the RJ-45 type and wired in the T568A configuration. Satisfactory test results must be provided in accordance with the latest draft CAT-6A specification for each cable installed.

3.1.2. Electrical Work

Upon receipt of an authorized Job Order, the Contractor shall perform the installation of the specified electrical outlets to support the requirements of communications equipment. The Contractor shall utilize trained and certified personnel, each with a minimum of two (2) years related experience to perform electrical work at any facility as required by the City. The Contractor shall utilize Electrician Apprentices as required by law.

This may involve the installation of power outlets and power panels, if necessary, for network equipment and/or workstations. All installation of conduit and proper grounding shall be provided by the Contractor.

The Contractor shall be responsible for obtaining all necessary permits and satisfying inspection requirements of involved governmental agencies.

Contractor shall be licensed in the State of California as a C-10 Electrical contractor, and all persons performing work as an electrician under a C-10 licensed contractor shall be certified pursuant to certification standards established by the Division of Labor Standards Enforcement.

3.1.3. Conduit, Duct, and Other Supporting Work

Upon receipt of an authorized Job Order, the Contractor shall perform the installation of specified conduits or ducts, manholes, cable trays, concrete coring, setting of poles, and lashing to messenger wires or other cables.

The Contractor shall be responsible for obtaining all necessary permits and satisfying inspection requirements of involved governmental agencies.

3.1.4. Outside Cable Plant Installation

Upon receipt of an authorized Job Order, the Contractor shall perform the installation of specified exterior copper or optical fiber cables, including the termination in the Minimum Point of Entry (MPOE), installation of protector block, fiber splicing with splice trays and casings as required. Installations shall comply with TIA-758-B standards.

The Contractor shall be responsible for obtaining all necessary permits and satisfying inspection requirements of involved governmental agencies.

3.1.5. Video Cable Installation

Upon receipt of an authorized Job Order, the Contractor shall perform the installation of specified coaxial cables, twisted-pairs shielded cables including the termination on F connectors, RJ45, etc. The Contractor shall perform end-to-end testing using Metallic Time Domain Reflectometer (TDR/Cable Fault Locator) such as Riser-Bond instruments model 1205C or better. The Contractor shall provide all test results to the ITA Project Engineer upon completion of the tests.

3.1.6. Installation Services Job Classifications

All Contractor personnel are required to possess a valid California driver's license.

While each job order will have its own requirements, Contractor shall be able to provide staff in the following job classifications:

3.1.7. Inside Wireman and Communications Conduit Installer

The Contractor shall utilize onsite personnel who have been fully trained with a minimum of three (3) years related experience. The Inside Wireman and Communications Conduit Installer shall be trained and provide services in the installation, maintenance, modification, removal, location of trouble, and repair of overhead and underground lines and cables and conduits connected to telephone and communications systems. The Inside Wireman and Communications Conduit Installer shall provide such services to the City as specified under the supervision of the Contractor.

The Inside Wireman and Communications Conduit Installer shall also install, splice, terminate, test, and troubleshoot all indoor and outdoor coaxial, copper, video, and fiber optic cables. They may also be required to conduct physical site checks and service confirmations, including performing the following activities:

- Confirm listed circuits exist at locations as specified.
- Verify actual use of services – what type equipment they were installed to.
- Verify responsible City departments if circuits are still in use.

Contractor must ensure that all of its Inside Wireman and Communications Conduit Installers are certified to perform contractual services and are trained on the latest industry standards, including but not limited to the following:

- Termination and testing of Category cable training certificate from Belden, ADC/Krone, CommScope and/or other recognized cable manufacturers that require certification for warranty purposes.
- Single-mode and multimode fiber installation certificate from fiber optic cable manufacturer, such as Corning, or from an accredited testing organization, such as Light Brigade.
- All cabling installers shall have successfully completed the BICSI INST1 Course: Installer, Level 1 Training.
- Fifty percent of all installers shall have successfully completed the BICSI INSTC Course: Installer, Level 2 Training.
- Twenty-five percent of all cabling installers shall have successfully completed the BICSI TECH Course: Technician Level Training.
- Twenty-five percent of all cabling installers shall have successfully completed the BICSI INSTF Course: Fiber Optic Installer Level 2 Training.

Contractor shall provide copies of the required certification for all personnel assigned to perform cable installation work before they provide services to the City.

Contractor shall only provide technical personnel who have been fully trained by the manufacturer if such certification is required by the manufacturer. Such certification shall be obtained prior to working on any cabling systems.

For jobs that fall under the Standard Cable Installation Price Schedule (Exhibit 1), work done by the Inside Wireman and Communications Conduit Installer will be included in the fixed-rate price. However, in the event that a job falls outside such

pricing schedule, the Contractor will use the hourly rates for the Inside Wireman and Communications Conduit Installer in Exhibit 2 to estimate pricing.

3.1.8. Electrician

The Contractor shall provide personnel who have been fully trained in the installation, maintenance, repair of electrical wiring, electrical installation, installation of conduits, raceway, cable trays, and the performance of necessary approved coring on an as-needed basis. It includes adding electrical circuits, circuit breakers, electrical outlets, UPSes, alterations to existing electrical plans or wiring to PBX systems, video equipment, data network equipment, public address intercom systems, etc. As needed electrician work will be paid at hourly rates listed in Exhibit 2 and supervised by the Contractor.

3.1.9. Electrician Apprentice

The Contractor shall provide Electrician Apprentice personnel who work under the guidance, supervision, and direction of an Electrician as required by law.

3.2. Support Services

The City shall provide job descriptions, including titles and qualifications, of support services personnel. Job descriptions shall describe the level of personnel to be provided and the minimum experience/skill level of personnel to be assigned to each task. In response to a staffing request, the Contractor will pre-screen candidates and schedule qualified candidates for City interviews.

All support services personnel must be proficient in operating a personal computer running Microsoft Windows, Microsoft Office Suite, and Google G Suite. Any personnel without the above required knowledge will be identified to the Contractor, and will immediately be replaced by Contractor.

Support services personnel shall be supervised by City staff.

The following are the anticipated support staff requirements:

3.2.1. Telecommunications Billing Specialist

The Contractor shall provide onsite Telecommunications Billing Specialist when requested by the City. The Telecommunications Billing Specialist is responsible for reviewing telephone service requests, providing recommendations to the requesting user department, recommending cost savings, identifying unused

telecommunications services and overbilling by phone companies, coordinating and processing the conversion of landlines for the Mobile Workers Program (MWP), validating post-conversion services for MWP, proactively auditing and reviewing telephone bills, initiating disputes and credit requests, and following through to resolution, preparing reports, and inventories for management as needed.

3.2.2. Drafting Technician

The Contractor shall provide an onsite Drafting Technician when requested by the City to prepare and update communication drawings, wiring diagrams, and charts relating to installation, operation, and maintenance of telephone and data network and indoor/outdoor cabling systems, utilizing the latest version of AutoCAD for Microsoft Windows. The Drafting Technician shall have a minimum of three (3) years of experience utilizing AutoCAD.

3.2.3. Communications Inventory Specialist

The Contractor shall provide onsite Communications Inventory Specialist personnel when requested by the City. The Communications Inventory Specialist is responsible for completing receiving reports, conducting inventories, storing materials, retrieving materials, issuing materials, and other warehouse-related duties. The Communications Inventory Specialist supports the installation teams under this Contract by managing, organizing, and issuing telecommunications materials necessary for these projects. The Communications Inventory Specialist shall possess and maintain a forklift operator's certificate and be capable of lifting 25 lbs. above the head.

3.2.4. Communications Inventory Supervisor

The Contractor shall provide onsite Communications Inventory Supervisor personnel when requested by the City. The Communications Inventory Supervisor is responsible for directing the work and supervising a team of Communications Inventory Specialists. The Communications Inventory Supervisor's responsibilities include completing receiving reports; conducting inventories; ordering, receiving, storing, and issuing materials, supplies, tools, and equipment; supporting the installation teams by managing, organizing, and issuing materials necessary for telecommunications projects; salvaging communication equipment; and recycling materials and radio batteries. Other duties include processing service/repair requests on various communication and electronic devices and interacting with

contractors on repair status. This position shall possess and maintain a forklift operator's certificate and have the ability to lift 25 pounds.

3.2.5. Network System Technician

The Contractor must be able to provide onsite IP Network System Technicians with a minimum of three (3) years related experience when requested by the City. The Network System Technicians shall be trained to diagnose, test, and repair IP networking equipment, including, but not limited to, IP routers, Ethernet Switches, Wi-Fi access points/controllers, Uninterruptible Power Supplies (UPS), EIT/TIA Category 5e and Category 6A copper cabling, single-mode optical connections, and multimode optical connections. The technician(s) shall also provide services to the City by performing equipment additions, moves, and changes as directed by ITA's engineering or supervisory staff. These services shall include providing all necessary tools, software, and transportation to accomplish the work required.

They may also be required to conduct physical site checks and service calls to include, but not limited to, the following activities:

- Confirming physical and logical configurations at locations as specified.
- Using network management tools such as Telnet, Wireshark, City-provided NetScout Infinistream, and City-provided Infoblox NetMRI to identify and record network information.
- Generating technical reports, inventorying equipment, recording equipment health, or documenting technical recommendations. Drawing network diagrams by hand or with Microsoft Visio.

Network System Technicians will be required to perform repair and maintenance, and shall have industry certification in the installation, testing, configuration, and troubleshooting of Cisco networking equipment, Hewlett Packard networking equipment, or Fujitsu optical networking equipment.

The Contractor must ensure that all of its Network System Technicians are certified to perform any contractual service, and are trained on the latest industry standards. The Contractor shall only provide technical personnel who have been fully trained and qualified on the hardware and software to be serviced and/or certified by the manufacturer if such certification is required by the manufacturer. For Cisco equipment, Network System Technicians will have current certification at or above the level of CCNP/CCDP or Hewlett Packard ASE or have successfully completed two or more Fujitsu courses related to the Flashwave 7120 product line. In addition,

two or more years of full-time work experience as a network technician is a requirement to fill these positions.

4.0 WORK ORDER REQUIREMENTS

4.1. Job Order (JO) Requests

The Contractor shall be assigned work against a City-issued work order in the form of a job order. A job order will include instructions for Contractor personnel detailing the required service or installation at a particular City location. The job order will also specify the precise equipment, cable, and labor that will be required to accomplish the work, the per unit price for the work, and the extended price that the City will pay for that work. The City will under no circumstances pay more for any work performed under a specific job order unless prior written agreement has been obtained by the Contractor from the City.

Contractor shall be required to utilize City-issued job order numbers in its database. Information regarding job orders must be able to be extracted from the database utilizing the City-issued job order number.

The Contractor shall complete all approved job order requests within seven (7) working days unless otherwise specified on the job order request.

All Services performed under any JO shall be subject to review by ITA to determine satisfactory completion prior to payment by the City for such JO and prior to such JO being deemed completed.

4.2. Job Order Tracking Database/Billing Audit Trail

The Contractor shall provide and maintain a relational database for detailed cost tracking, invoice tracking, and job order and work order tracking. The detailed cost tracking shall include employee name, social security number (or employee ID), hourly rate, overtime rate, date of the work performed, a description of the type of service or repair performed, City work order number, the total number of hours charged a specific work order, etc. The invoice tracking shall include the hourly rate of the specific employee who provided the service/repair, City work order number, City job order number, invoice number, invoice amount, payment status, etc. The database should provide the ability to perform look-ups on any data element(s) or range. Database information must be available either by terminal display or report output.

Access to this database must be given to authorized City representatives at no cost to the City.

5.0 INVOICING

Contractor shall submit invoices, with all supporting backup documentation, to the City upon completion and acceptance of services as described in Section 3.1 and 3.2 of this Contract. A duplicate copy of all packing slips and invoices for materials furnished by Contractor shall be submitted with the billing to the City. All job orders submitted for payment must include the City's job order number.

All invoices must show the total cost for each job. All invoices must be received within 30 days of the completion of the services. Invoices initially received more than 45 days after the completion of any job will be rejected. All invoices for work performed during the month of June of any year, must be billed no later than July 20 of the same year. Payment of invoices shall be subject to approval by City. Complete records verifying pertinent labor and material costs shall be provided to the City with invoice(s) after the completion of the work. Invoicing for actual time worked shall be based on thirty (30) minute increments.

Contractor's invoices must conform to City standards and include, at a minimum, the following information:

- Vendor name and address;
- Vendor invoice number and date of invoice;
- City's work/job order service request number;
- Inclusive dates of service;
- Requesting City department name and address;
- Payment term, total due, fixed price, and due date;
- The actual number of hours worked to perform the installation and/or repair, including materials and deliverables purchased by Contractor;
- If materials and deliverables are purchased by Contractor in order to perform the requested communication services, a copy of the packing slip and invoice shall be attached to the invoice;
- City contract number, the Contractor's State of California Sales and Use Tax Permit number, and City of Los Angeles Business Tax Registration Certification (BTRC) number;
- Summary of name, title, hours, rate, and total due for personnel working the time;
- Copies of actual timesheets supporting the charges, indicating date and hours worked, by work order number;
- Certification by a duly authorized officer of Contractor;
- Discounts and terms (if applicable);
- Remittance address (if different from Contractor address).

All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information, such as name and address of Contractor. Evidence that tasks have been completed in the form of a report, brochure, computer printout, or photograph shall be attached to all invoices. Invoices shall be submitted within 30 days of performance of services. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City Project Manager.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. In addition, the City will not compensate Contractor for any costs incurred for the preparation and delivery of any estimate, including any revisions that may be needed. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

All assigned job orders submitted for payment will be checked after submission by the City Project Manager to verify completion of the work assigned. Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department and approve demands before they are drawn on the Treasury.

5.1. Job Order Invoices

Invoices must be submitted to the billing department indicated on the job order and will be paid upon completion of the requested communication services to the satisfaction of the City. Billing invoices should be limited to one job order number per invoice. Invoices that include more than one job order number will be returned to the Contractor for correction. The total cost billed shall not exceed the cost estimate, unless otherwise agreed to in writing, by both the City and Contractor prior to any work being initiated. Invoices are to be submitted upon completion of all work. Partial billing invoices (invoices that represent a partial amount of an assigned job order) will not be accepted and will be returned to the Contractor without action.

Job orders for standard installations detailed in Section 3.1 and standard fixed price cabling installation in Exhibit 1 shall be invoiced accordingly as listed. Hourly rates shall not exceed amounts unless otherwise agreed to in writing by both the City and Contractor prior to any work being initiated.

5.2. Monthly Invoices

Monthly invoices for any work performed by a drafting technician, telecommunications billing specialist, network systems technician, communication inventory specialist, or communication inventory supervisor shall be billed on a monthly basis directly to ITA. Billing must be based on actual time worked utilizing the hourly rates listed in Exhibit 2. The charges shall be the actual time worked by each individual employee, excluding holiday, sick, or vacation pay. All invoices shall be submitted to the following address:

**Information Technology Agency
Finance and Administrative Services
200 N. Main Street, CHE, Room 1400
Los Angeles, CA 90012
Attn: Dan Tinajero**

6.0 WARRANTY/LEVEL OF SERVICE GUARANTEE

The Contractor must provide a service guarantee that all installations and repairs performed under this Agreement will be warranted for one year from the date of such installation or repair. The Contractor shall reinstall or repair any defect caused by inferior installation or repairs regardless of when the error is discovered. The Contractor shall not charge the City for performing any remedial, catastrophic, or major maintenance during the warranty period, no matter when the maintenance is ultimately commenced or completed.

7.0 MISCELLANEOUS ARRANGEMENTS AND PROVISIONS

7.1. Background Check

All Contractor personnel must be approved by the City prior to performing any of the services performed under this Contract. The City approval will include a background investigation by the Los Angeles Police Department.

7.2. Identification of Employees

All Contractor personnel must obtain a City-issued identification badge, which must be clearly displayed when working in a City facility. Contractor installation and maintenance personnel shall be required to wear uniform shirts with the Contractor's name or logo printed on the shirt.

7.3. Jobsite Inspection

All Contractor personnel shall be subject to a visual inspection by the City while working at the jobsite to ensure that proper uniform shirts, identification badges, tools, equipment, and/or safety devices are utilized. The City will not be liable for any costs associated with any work stoppage resulting from a “stop work” order issued by any governmental agency due to the Contractor’s failure to properly equip, certify, or train its employees. A written notification will be issued to the Contractor to correct the deficiency. Repeated violations may result in termination of a JO or this Contract.

7.4. Tools and Test Equipment

The Contractor must equip its personnel with test instruments, tools, laptop computers, test meters, power drills and bits, coring equipment, hand trucks, pull line, dust masks, ladders, conduit benders, safety goggles, personal protective equipment (PPE), etc., as required, in order to perform their tasks in a safe and professional manner.

The Contractor shall not invoice the City, and the City shall not pay, for any tools or equipment that may be needed to complete an installation. Allowed exceptions are for the rental of special equipment, such as scissor lifts, concrete X-Ray machines, or wet coring equipment and tools. Any such rental must be pre-approved in writing by an ITA Communications Engineer, Senior Communications Engineer, or Director of Communications.

7.5. Marking of Media Requirement

7.5.1. Location of Markings

All cables and wires shall be identified at all cable termination points, at all points where cables enter or leave cable trays, conduit, and ducts, and at all points where cables enter or leave raised floors or dropped ceilings.

7.5.2. Type of Markings

Each cable marker shall be permanently attached to the cable using an attachment method that will not cause injury to the cable or present a hazard to maintenance personnel (through sharp edges).

7.6. Earthquake Stabilization Requirement

All equipment and racks installed in any switch room or equipment closet must be stabilized according to the Seismic Provisions contained in Title 24 of the California Building Code.

As required by this code, this may include bracing to ceiling and/or wall, as well as bolting to the floor or sub-floor if the equipment sits on a raised floor.

7.7. Material/Equipment Furnished by the City

In cases where the material and/or equipment will be furnished by the City, it will be the responsibility of the Contractor to pick up the required materials to be installed from the City's stockroom located at 500 Ramirez Street, Piper Technical Center, Space B11-B, Los Angeles, prior to traveling to the jobsite. The Contractor will be responsible for delivery/transport and safeguarding of the required equipment or materials to be installed at each jobsite. The Contractor shall assume the risk of loss related to such equipment or materials from and after the point at which the Contractor acquires possession of same, and the Contractor shall be responsible for documenting the proper disposal of all said materials.

7.8. Transportation and Insurance

In addition to any other insurance requirements under this Contract, Contractor agrees to provide the necessary transportation and automobile insurance for their employees to and from job sites. The City will not reimburse for any travel expenses incurred by Contractor.

7.9. Contractor Employee Parking

The City will not provide parking to the Contractor or its employees for its personal vehicles. Contractor agrees to make parking arrangements for its employees for its personal vehicles. In addition, the Contractor is advised to inform its employees of local parking ordinances when parking on the public streets.

7.10. Telephone Calls

Access to City telephones will be provided to the Contractor and its employees for the sole purpose of conducting business related to this Contract. Personal telephone calls, collect calls, and long-distance calls are not authorized as part of this Contract.

7.11. Office Space and Furniture

City shall provide office space and furniture for any drafting technician, telecommunications billing specialist, network systems technician, communication inventory specialist, or communication inventory, and when determined by the City as necessary, desktop computers. Additional space (furniture not included, space

equivalent to three cubicles) will be provided for the onsite Technicians Supervisory group.

The Contractor shall not connect any computer regardless of type (e.g. desktop, laptop, tablet, etc.) to the City's network without prior approval of the City. At the City's request, the Contractor shall provide information regarding the computer and permit the City to install any software it deems necessary to evaluate or approve a connection request.

7.12. Approval/Removal of Contractor Employees

The Contractor shall notify the City in writing of any changes to staffing assignments as they occur. The City reserves the right to approve or disapprove any prospective employee based on the individual's technical background as it relates to the duties described in this Contract. The City reserves the right to request the Contractor to immediately remove and replace any Contractor personnel who is not, in the City's opinion, satisfactorily performing his/her/their duties, repeatedly disrupts the workforce, or violates City policies and procedures.

The City reserves the right to increase or decrease the number of personnel provided by Contractor at any time without reason. This Contract does not grant an exclusive right to Contractor to provide all personnel or services identified in this Contract.

7.13. Maps, Drawings, and Floor Plans

The City may make available all maps, drawings and floor plans for each site that are pertinent to the Services. Such plans do not always accurately reflect the actual condition or current configuration of the various newly constructed or existing facilities. For this reason, the City does not warrant the accuracy of any maps, floor plans, or drawings. It is the Contractor's responsibility to physically inspect all aspects of the City site that could impact their ability to properly provide the Services. The City will not be held responsible for problems, errors, or additional costs that arise as a result of the Contractor's failure to assess all job sites prior to commencement of work.

All maps, drawings, floor plans, etc., provided by the City are confidential. Such data shall be protected by the Contractor from unauthorized use and/or disclosure to unauthorized persons in accordance with the provisions of this Agreement. All such data shall be returned to the City upon the termination or expiration of this Contract. The provisions of this Section shall survive the termination or expiration of this Contract.

All maps, drawings, floor plans, etc., prepared by the Contractor at the direction of the City become the property of the City and are to be considered confidential material. Such data shall be protected by the Contractor from unauthorized use and/or disclosure to unauthorized persons. All such data shall be returned to the City upon the termination or expiration of this Contract. The provisions of this Section shall survive the termination or expiration of this Contract.

7.14. Rights in Data

7.14.1. Ownership of Rights

All original material, whether written or readable by machine, including maps, drawings, floor plans, software, flowcharts, written or recorded data, documents, graphic displays, reports, programs, card decks, tapes, listings, and other programming documentation or other materials which contain information relating to Contractor's performance here under and which are originated and prepared for the City and for which Contractor has been compensated by the City pursuant to this Contract shall be considered to be "works for hire" for the City under the Copyright Act and are the sole property of the City. To the extent that any such works which are not deemed to be works for hire for the City, Contractor hereby assigns all its right, title, and interest in any intellectual property rights to the City. In addition, the City reserves the right to use, transfer, modify, duplicate, and disclose in whole, or in part, in any manner and for any purpose whatsoever all such material delivered to the City pursuant to this Contract and to authorize others to do so.

7.14.2. Confidentiality

Contractor understands that all original material, whether written or readable by machine, including maps, drawings, floor plans, software, flowcharts, written or recorded data, documents, graphic displays, reports, programs, card decks, tapes, listings, and other programming documentation or other materials which contain information relating to Contractor's performance hereunder are considered confidential property of the City. Contractor understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, contractors, or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by the City's representative. This Section shall remain in effect after the termination of this Contract until such time as the confidential information has been released by the City.

8.0 CONTRACT AUDITS

Contractor agrees that the City or its delegates will have the right to review, obtain, and copy all records pertaining to performance of this Contract. Contractor agrees to provide the City or its delegate, at no cost, with any relevant information requested and shall permit the City or its delegate access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

9.0 PARTIES TO THE CONTRACT AND REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent.

9.1. Parties to the Contract

The parties to this Contract are:

1. City: The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
2. Contractor: L Tech Network Services, Inc., having its principal office at 3424 Garfield Avenue, Suite A, Commerce, California 90040.

9.2. Contractor's Representative

Contractor hereby appoints the following person to represent Contractor with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective notices, reports, invoices, and other documents or information as required by this Contract.

Name: Denise Canfield

Title: Executive Vice President

Address: 3424 Garfield Avenue, Suite A

Commerce, CA 90040

Telephone: 310-503-6764

Email: dcanfield@ltechnet.com

9.3. City's Representative

The City hereby appoints the following person, or her designated representative, to represent the City in all matters pertaining to this Contract.

Name: Tita Zara

Title: Acting Assistant General Manager

Address: 200 North Main Street, Room 1400

Los Angeles, CA 90012

Telephone: (213) 978-3346

Email: tita.zara@lacity.org

9.4. City's Project Manager

The City hereby appoints the following person to act as the project manager.

Name: Frank Gonzalez

Title: Senior Communications Engineer

Address: 200 N. Main St., CHE1300

Los Angeles, CA 90012

Telephone: (213) 978-4032

Email: frank.gonzalez@lacity.org

9.5. Communications

Formal notices, demands and communications from Contractor shall be given to the City's Representative with copies to the City's Project Manager.

Formal notices, demands and communications required hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within ten (10) working days of said change.

10.0 PREVAILING WAGE

Certain of the Services have been identified for submission of certified payrolls through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS). The OCPS is a web-based program that will allow Contractors to submit certified payrolls electronically. Contractors (of any tier) will be required to submit their certified payrolls through the OCPS. Contractors (of any tier) shall be responsible for maintaining certified copies of payroll records as required by law (§ 1776 of the California State Labor Code). The Contractor shall be responsible for ensuring that all its subcontractors regardless of tier submit certified payrolls through OCPS. Training for OCPS will be provided by the BCA during the second and fourth Wednesday of each month. For further questions, please email ocps.help@lacity.org.

10.1. Registration with State Department of Industrial Relations Requirement

Contractor shall register with the State of California Department of Industrial Relations as a Public Work Contractor and provide ITA with their Public Work Contractor numbers. The City will not be liable for any costs associated with any work stoppage resulting from a "stop work" order issued by any governmental agency due to the Contractor's failure to register.

10.2. Jobsite Notices

Contractors are required to post all jobsite notices on public works requirements.

10.3. Apprenticeship Requirements

Contractors shall comply with the requirements of the apprenticeship provisions of California Labor Code Section 1777.5.

11.0 NAME CHANGE

In the event that Contractor undergoes either an ownership change and the new Owner is able to comply with all Contract terms and conditions, or a name change, the General Manager of the ITA may, at his discretion, execute an amendment to effect the assumption and/or change of the Contractor name.

12.0 DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and border Wall Contracts, as defined in LAAC Section 10.50.1.

13.0 CONTRACTOR PERFORMANCE EVALUATION

At the end of this Contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the Contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City Evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

14.0 CONTRACT MODIFICATIONS, CHANGES, OR AMENDMENTS

This Contract plus specific documents cited herein constitutes the entire Contract between the City and Contractor and may be amended by further written agreement.

15.0 CITY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding anything to the contrary, (i) City's obligations hereunder are payable only from funds specifically appropriated by the City Council; and (ii) City shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of City's future fiscal years unless and until the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last day of the last fiscal year for which funds were appropriated. City will make a good faith

effort to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

16.0 ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by email shall be deemed original signatures.

17.0 VACCINATION REQUIREMENTS

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services").

"Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention.

Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel has been fully vaccinated. The contractor shall retain such proof for the document retention period set forth in this Agreement. The contractor shall grant medical or religious exemptions to Contractor Personnel as required by law.

18.0 APPENDICES AND EXHIBITS

The following appendices are hereby incorporated into and made a part of this Contract where referred to as though set forth at length. Contractor shall comply with the provisions set forth in the Standard Provisions for City Contract (Appendix A).

Appendix A: Standard Provisions for City Contracts (Rev. 10/17)[v.3]

Exhibit 1: Routine Cable Installation Price Schedule

Exhibit 2: Standard Rate Schedule

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their respective duly authorized officers:

APPROVED AS TO FORM:

CITY OF LOS ANGELES:

Michael N. Feuer

City Attorney

By: _____

Steven H. Hong

Deputy City Attorney III

By: _____

Tita Zara

Acting Assistant General Manager

Information Technology Agency

Date: _____

Date: _____

ATTEST: Holly Wolcott

City Clerk

CONTRACTOR

By: _____

By: _____

L TECH NETWORK SERVICES, INC.

Date: _____

Date: _____

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: L Tech Network Services, Inc.Date: 10/25/2021Agreement/Reference: Communications and Network Services

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

☒ **General Liability**
\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐ _____

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)
\$1,000,000

☒ **Professional Liability** (Errors and Omissions)
\$1,000,000Discovery Period 12 Months After Completion of Work or Date of Termination (\$2MM Aggregate)

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐ _____

☐ **Pollution Liability**
☐ _____

☐ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

☐ **Crime Insurance**

Other: 1) Professional Liability to include Cyber Liability and Data Breach

Exhibit 1

Routine Cable Installation Price Schedule

Exhibit 2

Standard Rate Schedule

EXHIBIT 1

ROUTINE CABLE INSTALLATION PRICE SCHEDULE

Cable installations shall be individually quoted based on specifications from the requesting City engineer.

For the purpose of providing a basis for cost comparison, proposals shall include this price schedule for the routine installation of telephone and data cables as described in Section **II.B.1** above with a workstation cable length of **300** feet. Proposals must list the manufacturer and the components required to meet the manufacturer's guaranteed performance specifications.

Per drop cable installations costs shall include all labor and materials (cables, jacks, patch panels, blocks, D-rings, backboards, jumpers, face plates, patch cords, station cords, etc.) to provide a fully functional structured cabling infrastructure necessary to result in fully functional and operational phone and data lines. Installations include horizontal and vertical riser rated cabling. Both ends of each cable pull will be labeled with a unique number/letter combination. Assume that all required cabinets/racks and cards are in place and that the cards are functional.

Labor rates for cable installation shall include a Standard Shift Labor Rate for work performed during the principal shift (8:00 AM. to 5:00 PM, Monday through Friday, excluding City holidays), and an After Hours Labor Rate for work performed at any time other than during the principal shift. Fields for both labor rates must be filled in the table below.

Proposers shall complete the cost schedule on a per drop basis by filling out the table below, with each drop being one of the standard workstation configurations as listed in the table.

LEVEL OF DIFFICULTY:

- Level 1:** Installation of a communications cable using an existing outlet box, 12 inches above the floor, flush-mounted in a nine-foot drywall construction wall. The nominal cable run shall be **300** feet, from the outlet box to the patch panel located in the communications room. The cable run uses a previously installed conduit from the outlet to an existing building pathway located in a drop ceiling and enters the communication room through an existing conduit.
- Level 2:** Installation of a communications cable in existing modular furniture cubicle. The nominal cable run shall be **300** feet, from the modular furniture cubicle to the patch panel located in the communications

room. The cable run uses the channels in the modular furniture, continuing to an existing riser from the furniture to an existing building pathway located in a drop ceiling and enters the communications room through a large conduit.

Level 3: Installation of a communications cable and a new outlet box, flush-mounted, 12 inches above the floor in a nine-foot dry wall constriction wall. The nominal cable run shall be **300** feet, from the outlet box to the patch panel located in the communications room. The cable run uses a new conduit from the outlet box to a new building pathway located in a drop ceiling and enters the communication room through a new four-inch-diameter conduit.

Level 4: Installation of a communications cable and a new outlet box, flush-mounted, 12 inches above the floor, solid walls and hard ceilings with no existing outlet or cable pathways. Also includes buildings with historical architecture that may require cable pathways that are difficult to navigate, such as attics or crawl spaces. This could include older historical buildings.

COST PER DROP FOR STANDARD RATE				
Level of Difficulty	Cat 5e (Reference Section II.C.1.a)		Cat 6A (Reference Section II.C.1.b)	
	Plenum	PVC	Plenum	PVC
Level 1 -- Standard Rate 1-24 Drops	\$572.91	\$485.91	736.02	\$593.72
Level 1 -- Standard Rate 25-96 Drops	\$558.15	\$471.08	\$715.74	\$574.19
Level 1 -- Standard Rate > 96 Drops	\$543.38	\$456.65	\$700.53	\$559.54
Level 2 -- Standard Rate 1-24 Drops	\$661.41	\$576.88	\$822.21	\$676.75
Level 2 -- Standard Rate 25-96 Drops	\$651.65	\$562.45	\$801.93	\$657.21
Level 2 -- Standard Rate > 96 Drops	\$627.04	\$538.40	786.72	\$642.56
Level 3 -- Standard Rate 1-24 Drops	\$789.43	\$697.11	\$913.48	\$764.65

Level 3 -- Standard Rate 25-96 Drops	\$769.75	\$677.87	\$898.27	\$750.00
Level 3 -- Standard Rate > 96 Drops	\$750.06	\$658.63	\$877.98	\$730.47
Level 4 -- Standard Rate 1-24 Drops	\$838.64	\$745.20	\$989.53	\$837.91
Level 4 -- Standard Rate 25-96 Drops	\$814.04	\$721.15	\$969.25	\$818.37
Level 4 -- Standard Rate > 96 Drops	\$804.20	\$711.53	\$948.97	\$798.84
Level 1 -- After Hours Rate 1-24 Drops	\$612.78	\$524.98	\$778.77	\$635.68
Level 1 -- After Hours Rate 25-96 Drops	\$596.21	\$508.76	\$756.05	\$613.75
Level 1-- After Hours Rate > 96 Drops	\$579.63	\$492.54	\$739.01	\$597.30
Level 2 -- After Hours Rate 1-24 Drops	\$717.76	\$627.72	\$875.35	\$728.89
Level 2 -- After Hours Rate 25-96 Drops	\$701.19	\$611.5	\$852.62	\$706.96
Level 2 -- After Hours Rate > 96 Drops	\$673.56	\$584.46	\$835.58	\$690.51
Level 3 -- After Hours Rate 1-24 Drops	\$855.89	\$762.90	\$977.60	\$827.58
Level 3 -- After Hours Rate 25-96 Drops	\$833.79	\$741.27	\$960.56	\$811.14
Level 3 -- After Hours Rate > 96 Drops	\$811.69	\$719.64	\$937.84	\$789.20
Level 4 -- After Hours Rate 1-24 Drops	\$911.14	\$816.98	\$1,062.81	\$909.83

Level 4 -- After Hours Rate 56-96 Drops	\$883.51	\$789.94	\$1,040.09	\$887.90
Level 4 -- After Hours Rate > 96 Drops	\$872.46	\$779.12	\$1,017.37	\$865.97

COST PER DROP FOR PREMIUM RATE				
Level of Difficulty	Cat (Reference Section II.C.1.a)		Cat 6A (Reference Section II.C.1.b)	
	Plenum	PVC	Plenum	PVC
Level 1 -- Standard Rate 1-24 Drops	\$687.21	\$600.43	\$857.56	\$715.41
Level 1 -- Standard Rate 25-96 Drops	\$667.25	580.78	\$830.33	\$688.92
Level 1 -- Standard Rate > 96 Drops	\$647.29	561.13	\$809.91	\$669.06
Level 2 -- Standard Rate 1-24 Drops	\$813.61	\$724.89	\$973.26	\$827.98
Level 2 -- Standard Rate 25-96 Drops	\$793.65	\$705.23	\$946.04	\$801.50
Level 2 -- Standard Rate > 96 Drops	\$760.39	\$672.48	\$925.62	\$781.63
Level 3 -- Standard Rate 1-24 Drops	\$979.93	\$888.65	\$1,095.78	\$947.18
Level 3 -- Standard Rate 25-96 Drops	\$953.32	\$862.44	\$1,075.36	\$927.32
Level 3 -- Standard Rate > 96 Drops	\$926.71	\$836.24	\$1,048.13	\$900.83
Level 4 -- Standard Rate 1-24 Drops	\$1,046.46	\$954.15	\$1,197.87	\$1,046.51
Level 4 -- Standard Rate 25-96 Drops	\$1,013.19	\$921.40	\$1,170.64	\$1,020.02

Level 4 -- Standard Rate > 96 Drops	\$999.89	\$908.30	\$1,143.43	\$993.54
Level 1 – After Hours Rate 1-24 Drops	\$790.26	\$706.03	\$967.25	\$824.62
Level 1 – After Hours Rate 25-96 Drops	\$765.61	\$681.58	\$933.75	\$791.89
Level 1-- After Hours Rate > 96 Drops	\$740.97	\$657.13	\$908.63	\$767.35
Level 2 – After Hours Rate 1-24 Drops	\$946.32	\$860.89	\$1,109.59	\$963.72
Level 2 – After Hours Rate 25-96 Drops	\$921.68	\$836.43	\$1,076.10	\$930.99
Level 2 – After Hours Rate > 96 Drops	\$880.61	\$795.68	\$1,050.98	\$906.45
Level 3 – After Hours Rate 1-24 Drops	\$1,151.68	\$1,064.65	\$1,260.31	\$1,111.00
Level 3 – After Hours Rate 25-96 Drops	\$1,118.82	\$1,032.04	\$1,235.19	\$1,086.46
Level 3 – After Hours Rate > 96 Drops	\$1,085.96	\$999.44	\$1,201.70	\$1,053.73
Level 4 – After Hours Rate 1-24 Drops	\$1,233.82	\$1,146.15	\$1,385.91	\$1,233.74
Level 4 – After Hours Rate 56-96 Drops	\$1,192.75	\$1,105.40	\$1,352.42	\$1,201.01
Level 4 – After Hours Rate > 96 Drops	\$1,176.32	\$1,089.10	\$1,318.92	\$1,168.28

COST PER DROP FOR HOLIDAY RATE				
Level of Difficulty	Cat 5e (Reference Section II.C.1.a)		Cat 6A (Reference Section II.C.1.b)	
	Plenum	PVC	Plenum	PVC
Level 1 -- Standard Rate 1-24 Drops	\$802.13	\$713.52	\$979.18	\$837.17
Level 1 -- Standard Rate 25-96 Drops	\$776.95	\$688.73	\$945.00	\$753.56
Level 1 -- Standard Rate > 96 Drops	\$751.77	\$663.94	\$919.37	\$728.47
Level 2 -- Standard Rate 1-24 Drops	\$961.62	\$870.53	\$1,124.42	\$979.32
Level 2 -- Standard Rate 25-96 Drops	\$936.44	\$845.74	\$1,090.24	\$945.87
Level 2 -- Standard Rate > 96 Drops	\$894.47	\$804.42	\$1,064.61	\$920.79
Level 3 -- Standard Rate 1-24 Drops	\$1,171.47	\$1,077.13	\$1,278.20	\$1,129.82
Level 3 -- Standard Rate 25-96 Drops	\$1,137.89	\$1,044.07	\$1,252.57	\$1,096.38
Level 3 -- Standard Rate > 96 Drops	\$1,104.32	\$1,011.02	\$1,218.40	\$1,046.21
Level 4 -- Standard Rate 1-24 Drops	\$1,255.41	\$1,159.77	\$1,406.36	\$1,255.25
Level 4 -- Standard Rate 25-96 Drops	\$1,213.44	\$1,118.45	\$1,372.19	\$1,221.80
Level 4 -- Standard Rate > 96 Drops	\$1,196.65	\$1,101.92	\$1,338.01	\$1,188.35
Level 1 -- After Hours Rate 1-24 Drops	\$884.80	\$797.34	\$1,066.88	\$924.49

Level 1 – After Hours Rate 25-96 Drops	\$855.86	\$768.74	\$1,027.69	\$828.40
Level 1-- After Hours Rate > 96 Drops	\$826.92	\$740.14	\$998.31	\$799.58
Level 2 – After Hours Rate 1-24 Drops	\$1,068.08	\$978.48	\$1,233.42	\$1,087.85
Level 2 – After Hours Rate 25-96 Drops	\$1,039.14	\$949.88	\$1,194.24	\$1,049.41
Level 2 – After Hours Rate > 96 Drops	\$990.91	\$902.21	\$1,164.85	\$1,020.59
Level 3 – After Hours Rate 1-24 Drops	\$1,309.24	\$1,216.83	\$1,409.76	\$1,260.81
Level 3 – After Hours Rate 25-96 Drops	\$1,270.66	\$1,178.69	\$1,380.37	\$1,222.37
Level 3 – After Hours Rate > 96 Drops	\$1,232.07	\$1,140.56	\$1,341.19	\$1,164.72
Level 4 – After Hours Rate 1-24 Drops	\$1,405.71	\$1,312.17	\$1,556.71	\$1,404.94
Level 4 – After Hours Rate 56-96 Drops	\$1,357.47	\$1,264.50	\$1,517.53	\$1,366.51
Level 4 – After Hours Rate > 96 Drops	\$1,338.18	\$1,245.43	\$1,478.34	\$1,328.07

EXHIBIT 2

STANDARD RATE SCHEDULE


The rates in the following table are defined below:

- (1) Standard Labor Rate shall be proposed for work performed during an eight- (8-) hour day or a normal work week excluding City holidays.
- (2) Premium Labor Rate shall be proposed for hour(s) exceeding the standard eight- (8-) hours or normal work week. Any application of the premium labor rate will be at the discretion of the City and will be preauthorized by the City.
- (3) Holiday Labor Rate shall be proposed for work performed during Holiday.
- (4) The normal work week shall be forty (40) work hours; however, the City has the option to adjust the work schedule each day based on needs.

***Note:** Different shift rates may apply to certain prevailing wage classifications. The Contractor will be required to pay shift rates as applicable. However, all work should be performed at the normal work week and will be paid at 1st Shift rates.

LABOR COST ONSITE NOT SUBJECT TO PREVAILING WAGE, PER HOUR			
	STANDARD RATES	PREMIUM RATES	HOLIDAY RATES
Telecommunications Billing Specialist	\$52.80	\$79.20	\$124.00
Drafting Technician	\$56.52	\$84.78	\$124.00
Communications Inventory Specialist	\$36.73	\$55.10	\$73.10
Communications Inventory Supervisor	\$51.50	\$77.25	\$103.00
Network System Technician	\$74.67	\$112.01	\$149.34
LABOR COST ONSITE SUBJECT TO PREVAILING WAGE, PER HOUR			
STANDARD RATES			
	RATES PER HOUR	APPRENTICE LEVELS (IF ANY)	SHIFTS (IF APPLICABLE)
Inside Wireman and Conduit Installer	\$107.30	N/A	\$122.15
Electrician	\$107.30	N/A	\$122.15

PREMIUM RATES PER HOUR			
	RATES PER HOUR	APPRENTICE LEVELS (IF ANY)	SHIFTS (IF APPLICABLE)
Inside Wireman/ Conduit Installer	\$160.39	N/A	\$183.22
Electrician	\$160.39	N/A	\$183.22
HOLIDAY RATES PER HOUR			
	RATES PER HOUR	APPRENTICE LEVELS (IF ANY)	SHIFTS (IF APPLICABLE)
Inside Wireman/ Conduit Installer	\$171.67	N/A	\$244.28
Electrician	\$171.67	N/A	\$244.28
MATERIAL FURNISHED BY CONTRACTOR			
MATERIAL COST (PER JOB)	PERCENTAGE MARKUP		
\$1.00 - \$500.00	%13		
\$500.01 - \$1,000.00	%13		
\$1000.01 - \$50,000.00	%10		

 6/1/2021
 DENISE CANFIELD
 EVP