



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Rejecting Non-Responsive Bids, Awarding Contract for Municipal Service Center PBX Replacement Project to AdvanTel Networks, of Sacramento (\$183,856.91) and Appropriating Funds (\$200,000)

MEETING DATE: May 5, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution rejecting non-responsive bids, awarding the contract for the Municipal Service Center PBX Replacement Project to AdvanTel Networks, of Sacramento, in the amount of \$183,856.91 and appropriating funds in the amount of \$200,000.

BACKGROUND INFORMATION: This project consists of replacing the Municipal Service Center (MSC) PBX with a new Voice Over Internet Protocol (VOIP) system to provide expanded phone system capabilities and to provide pathways for technology-based communications throughout the MSC complex.

Facilities served by the existing MSC PBX include: Public Works, Transit Vehicle Maintenance Facility, Warehouse, Animal Services and the Electric Utility Department.

The Request for Proposals for this project was approved by City Council on February 3, 2010. The City received the following four proposals for this project on March 16, 2010.

Bidder	Location	Proposal
Engineer's Estimate		\$150,000.00
AdvanTel Networks	Sacramento	\$183,856.91
Vox Network Solutions	Sacramento	\$231,852.85
*NetVersant, Inc. (non-responsive)	Fremont	\$162,948.75
*Cross Telecom (non-responsive)	San Jose	\$182,166.88

*The NetVersant Solutions and Cross Telecom bids included "Bid Clarification" comments and have been determined to be non-responsive by the City Attorney. A city is required to reject a bid as non-responsive when the response: 1) affects the amount of the bid; 2) gives a bidder an advantage over others; 3) provides a potential vehicle for favoritism; 4) might cause other potential bidders to refrain from bidding; or 5) affects the ability to make bid comparisons (Ghillotti v. City of Richmond (1996) 45 Cal.App.4th 897). NetVersant's and Cross Telecom's clarifications give them an advantage, affect the amount of the bid and affect bid comparisons because they state they will not provide services required in the bid package.

Staff is recommending the appropriation of \$200,000 to cover construction costs, testing and inspection, City staff time, and contingencies.

APPROVED: 
Blair King, City Manager

FISCAL IMPACT: Funding will be from Electric Utility, Water Utility, Wastewater Utility and Transit funds.

FUNDING AVAILABLE: Requested Appropriation:

Electric Utility (161)	\$50,000,000
Water Utility (181)	\$50,000,000
Wastewater Utility (171)	\$50,000,000
Transit (1250)	\$50,000,000


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GW/pmf
cc: City Attorney
Purchasing Officer
Management Analyst Areida-Yadav

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and ADVANTEL NETWORKS, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

- Request for Design/Build Proposal
- Bridging Documents
- Bid Proposal (Contractor Provided Schedule of Values)
- Special Provisions
- Contract
- Contract Bonds
- Addenda

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work, furnish all labor and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 Special Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay,

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR

CITY OF LODI

By: _____
Blair King, City Manager

By: _____

Date: _____

Title

Attest:

Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer, City Attorney





AdvanTel, Inc.
3285 Ramos Circle
Sacramento, CA 95827
(916) 829-9109
Contractor's License 533064

SCHEDULE OF VALUES

Submitted to: CITY OF LODI, CA

Account Manager :
Lynn Semingson
916-504-4171

Contact: Gary R. Wilman
Phone: 209-333-6076

Date: 3/16/2010

CITY OF LODI PBX REPLACEMENT

PBX UPGRADE HARDWARE AND SOFTWARE

Qty	Model	Description	Discounted Unit Cost	Extended Total Cost
1	NTWB17AB	System Upgrade Kit to CS 1000E CPPM - SA	\$ 3,000.00	\$ 3,000.00
2	NTAK20ADE5	Stratum 3 Clock ContrPCP Assy replaces NTAK20AD	\$ 359.17	\$ 718.34
1	NTDU0606E6	IP D/B RJ45 M to M Ethernet Cable (25cm)	\$ 36.67	\$ 36.67
5	NTDW63BAE5	ASSY, CS1000 MGC 100BT ADAPTER (ROHS)	\$ 262.50	\$ 1,312.50
16	NTE907AD	1 Premium Service Pkg TDM User License	\$ 100.00	\$ 1,600.00
103	NTE907EB	1 Premium Service Package IP User License	\$ 140.00	\$ 14,420.00
15	NTE968ED	Convert 1 TDM to 1 IP User License	\$ 40.00	\$ 600.00
1	NTHU62AC	CPPM Signaling Server (Chassis or Cabinet) - R6	\$ 2,100.00	\$ 2,100.00
1	NTM427ACE6	CP PMSignaling Servers/W on Compoact Flash-Rls 60 with NTM44057E6 that includes software Install files, software, PEPs blank backup 2GB CF	\$ -	\$ -
1	NTTK14ABE6	AC Power Cord - NA NEMA 5-15P 125V 13A 10ft	\$ 16.67	\$ 16.67
1	NTWB19AB	SA to HA CPPM Upgrade Kit	\$ 3,250.00	\$ 3,250.00
4	NTWB22AB	Conversion to MG 1000E	\$ 2,400.00	\$ 9,600.00
1	NTTL04EA	TM 50 Sets Licenses Expansion	\$ 159.17	\$ 159.17
1	NTE900PR	Standard Availability to High Availability CPPM Configuration Change	\$ 12,500.00	\$ 12,500.00
1	NTE960IC	System Upgrade to Communication Server 1000E CPPM Standard Availability	\$ 650.00	\$ 650.00
1	NTM441CC	Compact Flash S/W Inst Kit Dual Processor (CPPM) R6 with 512 MB Compact	\$ -	\$ -
1	NTTL43AD	SRS Upgrade Upgrade to TM 4.0	\$ -	\$ -
584	SVOM0068	Software Release Subscription Enablement - Software Upgrade Like for Like	\$ -	\$ -
1	NTAK20ADE5	Stratum 3 Clock ContrPCP Assy replaces NTAK20AD	\$ 359.17	\$ 359.17
1	NTBK80BA	Ground Bar Option 11C for same room AC Cabinets (1 per system if 2 or	\$ 38.34	\$ 38.34
5	NTDU0606E6	IP D/B RJ45 M to M Ethernet Cable (25cm)	\$ 36.67	\$ 183.35
2	NTDU22HB	Media Gateway 1000E Chassis	\$ 2,250.00	\$ 4,500.00
1	NTDU23AC	Media Gateway 1000 Expander	\$ 1,037.50	\$ 1,037.50
1	NTHU62AC	CPPM Signaling Server (Chassis or Cabinet) - R6	\$ 2,100.00	\$ 2,100.00
1	NTM427ACE6	CP PM Signaling Server S/W on Compact Flash - Rls 6.0 with NTM44057E6	\$ -	\$ -
1	NTSF68D0	Option 11C TMDI Package (1.5MB)	\$ 1,576.67	\$ 1,576.67
3	NTTK14ABE6	AC Power Cord - NA NEMA 5-15P 125V 13A 10ft	\$ 16.67	\$ 50.01
118	NTYS05BCE6	IP Phone 1140E - Graphite with Eng keycaps, no power supply (RoHS)	\$ 300.00	\$ 35,400.00
703	GU4300AQQ	CS1000 - Partner Assurance Software Support - Plus upgrades-SLNAQQ	\$ 10.32	\$ 7,254.96
703	GU4300AQQ	CS1000 - Partner Assurance Software Support - Plus upgrades-SLNAQQ	\$ 10.32	\$ 7,254.96
TOTAL PBX HARDWARE SOFTWARE				\$ 109,718.31

DATA EQUIPMENT

Qty	Model	Description	Discounted Unit Cost	Extended Total Cost
2	HPP-J9089A#ABA	ProCurve 2610-48 PWR	\$ 1,711.85	\$ 3,423.70
2	HPP-J9089A#ABA	ProCurve 2610 24 PWR	\$ 1,001.49	\$ 2,002.98
3	HPP-J9086A#ABA	ProCurve 2610-24/12 PWR	\$ 614.60	\$ 1,843.80
TOTAL DATA EQUIPMENT				\$ 7,270.48

SALES TAX

Qty	Model	Description	Discounted Unit Cost	Extended Total Cost
1		TOTAL SALES TAX		\$ 10,236.52

LABOR/ TELECOM AND DATA

Qty	Model	Description	Discounted Unit Cost	Extended Total Cost
1	PBXLABOR	PBX Labor. Includes Prolect management, 32 Hrs after hours, Train the trainer for 6-10 people, 1day post cut on site	\$ 16,600.00	\$ 16,600.00
1	IT LABOR	Laor for LAN Survey, Switch Deployment, VLAN Programming	\$ 5,510.00	\$ 5,510.00
1	IT LABOR	LABOR ALLOWANCE FOR DATA CHANGE ORDERS	\$ 5,000.00	\$ 5,000.00
1	bond	SURETY BOND EXPENSE		
TOTAL LABOR				\$ 27,110.00

Qty	Model	Description	Unit List	Ext'd List
24	Maintenance/Civic Center	24X7X365 Hardware, Software, Monitoring/ exclude phones	\$ 768.35	\$ 18,440.40
12	Maintenance/Service b n t	24X7X365 Hardware, Software, Monitoring/ exclude phones	\$ 149.10	\$ 1,789.20

	TOTAL SUPPORT	\$	20,229.60
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Octel 250, End of Support. Best efforts time and material only

1	BOND	SURETY BOND EXPENSE	\$	9,292.00
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TOTAL SCHEDULE OF VALUES PRICING POSTED ON GUARANTEED MAXIMUM PRICE PAGE			\$	183,856.91
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SIGNED AND DATED BY:

Lynn Semington

PRINTED NAME

Lynn Semington

PRINTED TITLE

SR. ACCOUNT MANAGER

RESOLUTION NO. 2010-52

A RESOLUTION OF THE LODI CITY COUNCIL
REJECTING NON-RESPONSIVE BIDS; AWARDING
CONTRACT FOR MUNICIPAL SERVICE CENTER PBX
REPLACEMENT PROJECT; AND FURTHER
APPROPRIATING FUNDS

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on March 16, 2010, at 2:00 p.m. for the Municipal Service Center PBX Replacement Project, described in the request for proposals therefore approved by the City Council on February 3, 2010; and

WHEREAS, said proposals have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Proposal
AdvanTel Networks	\$183,856.91
Vox Network Solutions	\$231,852.85
NetVersant, Inc. (non-responsive)	\$162,948.75
Cross Telecom (non-responsive)*	\$182,166.88

WHEREAS, the NetVersant and Cross Telecom proposals included "Bid Clarification" comments and have been determined to be non-responsive by the City Attorney. A city is required to reject a bid as non-responsive when the response: 1) affects the amount of the bid; 2) gives a bidder an advantage over others; 3) provides a potential vehicle for favoritism; 4) might cause other potential bidders to refrain from bidding; or 5) affects the ability to make bid comparisons (Ghillotti v City of Richmond (1996) 45 Cal.App.4th 897). The NetVersant Solutions' and Cross Telecoms' clarifications give them an advantage, affect the amount of the bid, and affect bid comparisons because they decline to provide services required in the bid package; and

WHEREAS, staff recommends awarding the contract for the Municipal Service Center PBX Replacement Project to the lowest responsive bidder, AdvanTel Networks, of Sacramento, California; and

WHEREAS, staff recommends appropriating \$200,000 to cover construction costs, testing and inspection, City staff time, and contingencies.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby determine that the NetVersant and Cross Telecom proposals, which included "Bid Clarification" comments, to be non-responsive and reject those bids; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the contract for the Municipal Service Center PBX Replacement Project to the lowest responsive bidder, AdvanTel Networks, of Sacramento, California, in the amount of \$183,856.91; and

BE IT FURTHER RESOLVED that funds in the amount of \$200,000 be appropriated for the project from Electric Utility, Water Utility, Wastewater Utility, and Transit funds.

Dated: May 5, 2010

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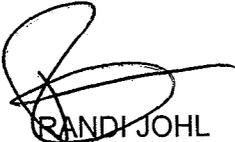
I hereby certify that Resolution No. 2010-52 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 5, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce, and Mayor Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk