

3. Term of Agreement:

This Agreement shall commence on the date of execution by the MHCS D General Manager, and continue until June 30, 2014, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein.

4. Compensation:

The compensation shall not exceed the amount of \$35,000 for services performed pursuant to this Agreement. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR.

5. Invoicing:

CONTRACTOR shall submit one original and one copy of each invoice to the MHCS D, 230 S. Sterling Drive, Suite 100, Mountain House, CA 95391. All invoices must reference this Contract ID Number, the service performed and the Federal Tax Payer Identification Number. Payments will be made against invoices as submitted.

6. CONTRACTOR's Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONTRACTOR is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the MHCS D. CONTRACTOR shall perform the CONTRACTOR's work in accordance with currently approved methods and standards of practice in the CONTRACTOR's professional specialty. A copy of CONTRACTOR's current business license shall be provided to MHCS D. The CONTRACTOR shall not have any claim under this Agreement or otherwise against the DISTRICT for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The CONTRACTOR shall be responsible for federal and state payroll taxes such as social security and unemployment. MHCS D will issue a form 1099 at year-end for fees earned.

7. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of MHCS D. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

8. Non-Exclusive Rights:

This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to MHCS D. CONTRACTOR may contract with other counties, private companies or individuals for similar services.

12. Notices:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed as shown on Page 1.

13. Termination:

If the CONTRACTOR breaches or habitually neglects the CONTRACTOR's duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the MHCS D may, by written notices, immediately terminate this Agreement without prejudice to any other remedy to which MHCS D may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon sixty (60) days written notice to other party.

14. Conflict of Interest Statement:

CONTRACTOR covenants that CONTRACTOR, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire MHCS D's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of MHCS D. Performance of services under this Agreement by associates or employees of CONTRACTOR shall not relieve CONTRACTOR from any responsibility under this Agreement.

15. Drug Free Workplace:

CONTRACTOR shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

16. Force Majeure

It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.

17. Compliance:

CONTRACTOR shall comply with all Federal, State and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore,

CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation. CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services

18. Form Law:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

19. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the MHCSD whether executed by or for the CONTRACTOR for MHCSD, or otherwise by or for the CONTRACTOR, or by or for a subcontractor operating under the CONTRACTOR'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to MHCSD forthwith upon termination or completion of the work under this Agreement.

20. Entire Agreement and Modification:


This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, MHCSD and CONTRACTOR have executed this Agreement on the day and year first written above.

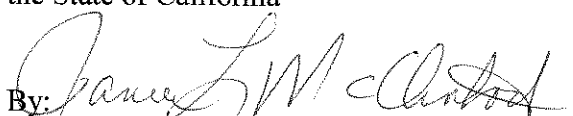
Contractor

Bear Electrical Solutions
1341 Archer Street
Alviso, CA 95002

Mountain House
Community Services District,
a political subdivision of
the State of California

By: 

Contractor ROBERT ASUNCION
BEAR ELECTRICAL
SOLUTIONS, INC

By: 

Janice L. McClintock
General Manager

Date: 07/03/13

Date: 7-3-13

**SCOPE OF WORK
FOR THE
MAINTENANCE OF STREET LIGHTS**

This Scope of Work is for the maintenance of street lights (double mast arms, single mast arms and post tops), path lights (within the parks), basketball and tennis court lights and lighted bollards (along pedestrian pathways) within Mountain House.

EXHIBIT "A" – Street light counts

- 1) The CONTRACTOR agrees to provide the Mountain House Community Services District (MHCS D) a contact list with phone numbers and e-mail. An emergency after hours contact number will also be required. Emergency response times should not exceed 2 hours. All emergency repairs need to be completed within 24 hours. If parts need to be ordered, the location must be left in a safe condition.
- 2) CONTRACTOR will supply all labor, material, and equipment to trouble-shoot and repair any/all MHCS D owned post top, double or single mast arm electroliers, and park lighting (path lights and basketball and tennis court lights) as directed by the MHCS D.
 - a. The work will include the repair or replacement of underground street lighting conduit, conductors, pull boxes and fuse assemblies as well as lamps, ballasts, photo-electric cells (PEC's) as well as associated internal fixture wiring.
 - i. The CONTRACTOR shall do all repairs and replacements in accordance the current MHCS D Standards, Specifications and Details (available at MHCS D).
 - b. The fixtures shall be cleaned after repairs have been made.
 - c. The repair of individual electroliers components, as listed above, will be at time, material, and equipment rates as quoted in the Contractor's pricing schedule.
- 3) The CONTRACTOR will also repair or replace, as directed, Street light pole assemblies which have been physically damaged by cars, trucks, or other causes. All repairs shall be in accordance to the MHCS D's current Standards, Specifications and Details.
 - a. Cost for replacement of entire fixtures, pole shafts, or concrete foundations shall be through a proposal by the CONTRACTOR in writing to the MHCS D on a case by case basis.
 - b. Prior to the replacement of such items, the MHCS D will authorize the CONTRACTOR, in writing to proceed with the work.
- 4) Routine on-call maintenance will be carried out under a Work Request form generated by an MHCS D representative and billed according to the Cost Proposal submitted by the Contractor.
- 5) Repairs estimated above \$1,000 will need a proposal and shall be submitted for approval to the O&M Director prior to any repairs. Non Routine repairs under \$1,000 can be charged on a Time and Material Basis per the T&M rates submitted. The Contractor shall inform the CSD of all non-routine repairs.

6) Day/Night checks are to be performed by the contractor on a monthly basis. After completion of day/night check a list of recommended repairs needs to be provided to the CSD. The repairs shall be billed according to the proposed rate provided by the contractor.

- a) Day/Night checks are to include the following:
 - i) All double and single headed major street lights (Arterial)
 - ii) All single post top neighborhood street lights
 - iii) All illuminated bollards within the neighborhood alleyways
 - iv) All the lights along Walker Way
 - v) All Park path lights
 - vi) All Basketball and Tennis Court lights

7) POLE NUMBERS

- a) Pole numbers are to be replaced as necessary or as directed by the CSD.
- b) The CONTRACTOR is responsible for supplying the pole numbers (7/8" x 1/2").
 - i) ElectroMark
1-800-295-8247

MHCSD reserves the right to request a lump sum or a T&M Estimate for each item.

**Exhibit A
Light Counts**

Wicklund Neighborhood			
<i>Type</i>	<i>Number of Poles</i>	<i>Number of Lights</i>	<i>Total lights</i>
Double Mast	59	118	421
Post Top	271	271	
Single Mast	32	32	

Questa Neighborhood			
<i>Type</i>	<i>Number of Poles</i>	<i>Number of Lights</i>	<i>Total lights</i>
Double Mast	24	48	56
Post Top	0	0	
Single Mast	8	8	

Bethany Neighborhood			
<i>Type</i>	<i>Number of Poles</i>	<i>Number of Lights</i>	<i>Total lights</i>
Double Mast	75	150	440
Post Top	290	290	

Safety Lights			
<i>Number of Intersections</i>	<i>Type</i>	<i>Lights per intersection</i>	<i>Total</i>
9	Single Mast	4	36

Altamont Neighborhood			
<i>Type</i>	<i>Number of Poles</i>	<i>Number of Lights</i>	<i>Total lights</i>
Double Mast	44	88	312
Post Top	224	224	

Court Lights			
<i>Court name</i>	<i>Type</i>	<i>Number of lights</i>	<i>Total</i>
Basketball	1000 W	6	24
Tennis	1000 W	18	

MH Parkway from Mascot to I-205			
<i>Type</i>	<i>Number of Poles</i>	<i>Number of Lights</i>	<i>Total Lights</i>
Double Mast	35	70	70

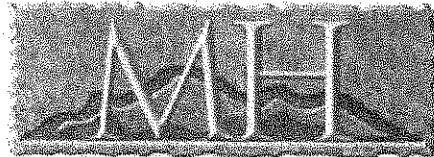
Total Street Lights	
250 W	550
100 W	870
1000 W	24
Total Street Lights	1444

Total Park Path Lights			
<i>Park Name</i>	<i>Type of Light</i>	<i>Number of Lights</i>	<i>Total lights</i>
Wicklund	Post Top	11	85
walkways	Bollard	16	
Bethany	Post Top	11	
Altamont	Post Top	2	
Walkways	Bollard	10	
CCP	Post Top	18	
Quest	Post Top	6	
Creek	Post Top	11	

KEY	
Double Mast	2- 250 W
Single Mast	250 W
Post Top	100 W
Bollard	100 W
Court Lighting	100 W



Proposal to the Mountain House Community Services District for: Street Light Maintenance



MOUNTAIN HOUSE

**Harpal Singh
Operations and Maintenance Director
Mountain House Community Services District
230 S. Sterling Drive, Suite 100
Mountain House, CA 95391**

June 10, 2013 2:00PM

Bear Electrical Solutions, Inc.
1341 Archer Street, Alviso, CA 95002
Phone: (408) 449.5178 Fax: (408) 449.5147
Contractor License No. 982079



June 10, 2013

Harpal Singh
Operations and Maintenance Director
Mountain House Community Services District
230 S. Sterling Drive, Suite 100
Mountain House, CA 95391

RE: Request for Street Light Maintenance

Dear Mr. Singh,

Bear Electrical Solutions, Inc. (BES) is excited for the opportunity to work with Mountain House Community Service District (MHCSD) on this project.

BES is a California, licensed (C-10) electrical contracting and traffic engineering consulting firm. Based on extensive experience we specialize in the following niches:

- Technical consulting for design and operations relating to Intelligent Transportation Systems (ITS)
- Design and build Energy Efficient Lighting Solutions
- Installation and maintenance services for Streetlights and Traffic Signals
- Turnkey, cost neutral solutions using Public/Private/Partnership (PPP)

Our mission statement is to help cities and communities design, build, and maintain intelligent transportation systems and energy efficiency solutions to save people time and money, increase their safety, and protect our local environment.

We feel we are the best firm for this project because we have the proper qualifications, technical knowledge, excellent construction team, and above all our company values align with the intents of the project scope.

The main project contacts for this project are:

Robert Asuncion, Project Manager
Tel: (408) 717-2448, Fax: (408) 449-5147
Email: robert@bear-electrical.com

Joshua Bailey, Field Superintendent
Tel: (408) 449-5178, Fax: (408) 449-5147
Email: joshua@bear-electrical.com

I hope you will find our company to be responsive to all of the Bid requirements and look forward to a positive working relationship with MHCSD.

All the Best,


Mike Peters
President

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Who is BES and what is the "BEAR Difference"

Bear Electrical Solutions, Inc. (BES), founded in January 2013, is an electrical contracting and consulting firm with the principle mission of helping communities with their traffic signal, intelligent transportation system, and roadway lighting infrastructure. BES is also focused on enhancing communities by designing and building energy efficient lighting solutions. Our corporate headquarters is located in Alviso, California with a satellite office in Fremont, California.

BES is a California, licensed (C-10) electrical contracting and engineering consulting firm. Based on extensive experience we specialize in the following niches:

- Installation and maintenance services for Streetlights and Traffic Signals
- Design and build Energy Efficient Lighting Solutions
- Technical consulting for design and operations relating to Intelligent Transportation Systems (ITS)
- Turnkey, cost neutral solutions using Public/Private/Partnership (PPP)

What separates Bear from the rest of the pack is our Capabilities, Connections, and Compassion.

CAPABILITIES

Our in-house licensed engineers and electricians can support the entire lifecycle of your project by providing engineering/design, construction, and maintenance services. A clear understanding of your needs allows us to customize the perfect solution for your project. We are a true solution provider because of our design build approach. Other electrical contractors just take specs and build.

CONNECTIONS

Over the years BES principals have cultivated genuine lasting relationships with the major transportation and lighting product manufacturers and distributors. We maintain a product neutral approach to ensure that:

- We have the unique ability to bring the right partner to each job
- We are able to provide you with honest and unbiased advice
- We don't ever have to sell you something that isn't right for you

COMPASSION

Our success is measured by the quality of our service and the happiness of our people. We are able to achieve this by listening to the customer, constantly innovating, and delivering on our promises through genuine communication.

Proposal Exhibit "A" - Scope of Services

BES will provide a comprehensive twelve month street light, path light, basketball and tennis court light, and lighted bollards routine maintenance, responsive maintenance, and emergency repair service contract by providing Department of Industrial Relations (DIR) Licensed Journeyman electricians as well as a California Professional Engineer-licensed Traffic Engineer as part of our standard service.

BES electricians are Level II International Municipal Signal Association Field & Bench Certified (minimum) and are all licensed by the DIR as required by the State of California to practice in signal maintenance.

Upon award of the contract, BES engineers will setup a meeting with the District and provide all necessary equipment submittals, project schedules, as well as 24/7/365 days on-call dispatch system log-in and phone numbers.

WORK APPROACH

Upon notice to proceed, as part of our standard service, BES engineers and electricians will setup a meeting with MHCS D staff and establish the following:

- Establish a list of District authorized "callers";
- Establish a proper, recommended "value-added" preventative maintenance routine that meets and exceeds the District's expectations complete with proposed monthly reporting and real-time internet/email status via BES;
- Submit proposed maintenance logs for District approval;
- Propose to have a monthly meeting with a BES Engineer to go over preventative maintenance found in the District;
- Train District staff on the BES On-line system;
- Formal introduction of the BES team including field staff, accounting team, and project management.

PREVENTATIVE AND ROUTINE MAINTENANCE

BES licensed journeymen will perform the following monthly services upon notice to proceed from the District as part of the standard monthly routine exercises.

1. Replacement of lenses, gaskets, reflectors, ballasts, igniters, sockets, and all integral parts of the light fixture that have failed through normal deterioration, with either a like item or selected upgrade to ensure the roadways and public facilities are properly illuminated.
 - a. Reports of outages or dayburners can be made via phone, email, and BES customer portal
2. Replace lamps in-kind by virtue of a burnout.
3. Replace PECs that have become inoperative.
4. Provide minor tree trimming below the light fixture for the purpose of allowing a reasonable amount of light to be let through.

5. Perform day/night checks of arterial roadway streetlights, public facilities, and safety lights once a month during non-daylight hours.
6. Maintain and submit a monthly log of night checks.

RESPONSIVE MAINTENANCE AND EMERGENCY REPAIR

BES approach is to provide the most responsive and efficient repair for MHCSD.

1. Since BES will be the MHCSD's Street Light Signal Maintenance Contractor for FY 13/14, BES' field office and operations will provide 24/7/365 operations for the District already.
2. The BES field office, located at 41556 Boscell Road, Fremont will house all major equipment and material for MHCSD.
3. BES can respond to accident sites, disconnect power, secure the site for public safety, take down damaged poles, or pick up knocked down streetlight material as part of our standard emergency response.
4. BES shall make immediate maintenance calls when notified by an authorized District personnel no longer than 2 hours from the time of notification and emergency repairs will be completed within 24 hours. When parts are needed the location will be left in safe condition.
5. Maintain and submit a monthly log listing of each call received with caller's name, date and time of call, the outage or other problem reported by the caller.
6. BES will be self-performing all work as part of this contract including all traffic control, minor concrete, and electrical work.
7. BES will maintain a 24-hour 1-800-GOBEAR1 phone line for all MHCSD staff to provide trouble calls.

PROGRAM REQUIREMENTS

1. BES shop and storage facilities are located inside City of Fremont limits at 41556 Boscell Road. The BES shop contains a 1,000 SF office as well as 5,000 SF of yard and parking space – fully secured and paved for efficient streetlight maintenance operations.
2. BES intends to self-perform all work activities specified in this contract as well as either own/leases all the equipment required to perform this work. All personnel are licensed and fully trained as required by State Law.
3. BES field superintendent, Joshua Bailey, has eight (8) years of field and management experience managing the District streetlight maintenance contract under another company. As part owner of BES, Joshua Bailey brings the same experience to this contract and is capable of providing proper expectations and instructions to his subordinates in order to provide a successful maintenance program to the Mountain House Community.
4. All BES personnel assigned to this contract are minimum Level II IMSA Electrician including the project manager, Robert Asuncion.
5. BES personnel are all knowledgeable in providing proper traffic control and typical traffic control plans can be provided in advance of start of contract to ensure mutual understanding of the traffic control approach by BES.



- (3) service trucks that will service this account. A crane and digger derrick are currently rentals for BES and plans to purchase those equipment 4-8 months from submission of this contract.
10. BES will cooperate with other forces or by other contractors within the MHCSD limits in the event their coincides with the scope of this project.
 11. BES principals, Joshua Bailey and Robert Asuncion, have a combined 16 years of experience in the private sector performing this contract for various City's (under Republic ITS). Moreover, Robert Asuncion worked for the City of Fremont as Associate Transportation Engineer for an additional five (5) years.
 12. BES will provide a real-time maintenance management software within 45 days of notice to proceed by the MHCSD.
 13. BES has a 24/7/365 live call center operation based in Alviso, CA with an out-sourced back up call center locally based in the San Francisco in the event BES dispatch staff is off-line.
 14. BES is highly conscious of the environment and has best management practices in place as part of our standard operating protocol when it comes to waste disposal and fleet management.
 15. As previously mentioned, BES's standard hiring practices is such that all personnel is properly licensed and trained and compliant with all local, state, and federal labor compliance.

WARRANTY

BES will be responsible for making contact between any equipment manufacturers and the District staff when service is needed during the warranty period for any products installed by BES. BES will remain in contact with the District to ensure their satisfaction. In addition to the manufacturer's warranty, BES will warranty all work and materials which we install for a 12 month period.

6. In the spirit of maintaining high work integrity and limit the inconvenience of the traveling public, BES will perform all work in an expedient manner.
7. BES currently possesses a California C-10 contractor's license. The C-31 and A licenses are pending testing and should be in hand within 6-10 weeks from submission of this proposal; as such BES intends to comply with all license requirements of the District's RFP during the life of the of the contract.
8. BES project manager, Robert Asuncion, is a licensed traffic engineer with the state of California. Additionally, several project managers reporting to Robert have a civil engineer license in-house.
9. Currently, BES wholly owns (3) bucket trucks, (2) air compressors, (2) dump trucks, and

Proposal Exhibit "B" -Statement of Qualifications and References

BES and its key personnel understand and have the required background experience to provide a full, complete - traffic signal, streetlight maintenance, engineering and construction maintenance experience to fully service MHCSD.

BES' key personnel for MHCSD, Robert Asuncion and Joshua Bailey, are veteran maintenance service providers having experience working with many communities throughout the nation as well as in the public sector.

Seeing a need for better customer service by providing a complementing "engineering / electrician" approach to maintenance - Asuncion and Bailey formed BES along with two other partners, Andrew Bader and Mike Peters, who are experts in finance and business operations, respectively.

OFFICE LOCATIONS

BES Corporate Headquarters are located in Alviso (San Jose), California with an additional field office based in Fremont, California. Both office locations will service MHCSD for this project and are approximately 45 miles from MHCSD.

Joshua Bailey & Robert Chapman, who reside in Livermore, will have a home-based office and will primarily service for MHCSD if awarded this contract. This is approximately 18.1 miles, 26 minutes away from MHCSD.

Secondary support will come from Brent Paulson who is based out of our Fremont Office.

LICENSES & TAX IDENTIFICATION

BES holds the following California contractor's license (C-10) in clear status - License No. 982079.

BES tax identification number is 46-1898744.

KEY PERSONNEL

Our personnel assigned to manage MHCSD are as follows:

Robert Asuncion, T.E., *Project Manager for MHCSD*

- Ex- City of Fremont Associate Transportation Engineer specializing in ITS, traffic operations, and traffic calming service requests;
- Ex - Siemens/ Republic ITS Regional Manager (2004-2011)
- 15 years of public and private sector experience in the traffic signal/streetlight maintenance industry;

- Worked for largest traffic signal maintenance service provider company for eight (8) years;
- Bachelor of Science Degree in Civil Engineering – Minor in Mathematics;
- Registered California Professional Traffic Engineer;
- IMSA Level III Field Electrician & Level II Bench Certified;
- Design-build experience with street lighting and wire-theft applications and repair;
- Current Vice-President of Operations for BES;
- Active Traffic Signal Association – Silicon Valley Chapter officer;
- Active Half-Marathoner and father of two daughters.

Joshua Bailey, *Field Superintendent for MHCS*

- 15 years of both private and public sector experience in traffic signal and streetlight installation, maintenance, & repair;
- Worked for the largest traffic signal/streetlight maintenance service provider company for eight (8) years (Siemens/ Republic ITS);
- Successfully manages multiple construction and maintenance crews- 24/7/365;
- IMSA Level II & II Certified Field & Bench Electrician;
- Experienced with CCTV, telecommunication (fiber, copper, wireless) installation and troubleshooting;
- Resides in Livermore
- High voltage splicing & wiring of switches, traffic signals/streetlights, commercial power, instrument and oil switches;
- State Certified General Electrician;
- Previous self-employed C-10 contractor;
- Active outdoorsman and proud parent of five children.

Brent Paulson, *Field Lead for MHCS*

- Field Lead for the largest traffic signal/streetlight maintenance service provider company for past five (5) years (Siemens/ Republic ITS);
- Resides in Fremont;
- Experienced with CCTV, telecommunication (fiber, copper, wireless) installation and troubleshooting;
- State Certified General Electrician;
- Active outdoorsman and all-around great guy.

James King, *Alternate Field Lead for MHCS*

- Field Lead for the largest traffic signal/streetlight maintenance service provider company for nine (9) years (Siemens/ Republic ITS);
- Successfully manages multiple construction and maintenance crews- 24/7/365;
- IMSA Level III & III Certified Field & Bench Electrician;
- Experienced with CCTV, telecommunication (fiber, copper, wireless) installation and troubleshooting;
- High voltage splicing & wiring of switches, traffic signals/streetlights, commercial power, instrument and oil switches;
- State Certified General Electrician;
- Active outdoorsman and proud parent of three boys.

Robert Chapman, *Field Service & Support Engineer Cabinet Design Manager*

Bear Electrical Solutions, Inc.
 1341 Archer Street, Alviso, CA 95002
 Phone: (408) 449.5178 Fax: (408) 449.5147
 Contractor License No. 982079

BES - Confidential & Proprietary

- Over 19 years of traffic signal work experience.
- Resides in Livermore;
- Cabinet testing support specialist.
- Will serve as BES expert controller cabinet expert; provide field service support to field staff – value add position.

Ron Hansra, IT Manager / Network Consultant

- Over 20 years of IT and Network Consulting experience;
- Design-Build-Maintain IP mapping architecture, system security, ITS configuration and integration.
- Best Practices Consultant for all IT Hardware, Software, Security Design and Implementation.
- Network and Communication troubleshooting; serial, Ethernet, VOIP, wireless

*ADDITIONAL FIELD PERSONNEL BIOS & RESUMES (LABORERS/TECHNICIANS)
AVAILABLE UPON REQUEST*

INVENTORY

BES currently fully stocks street lighting, traffic signal, and undergrounding supplies at our Alviso office and eventually will carry additional stock at the 41556 Boscell Road, Fremont property as soon as notice is given award of this contract.

BES also has established retail partnerships (i.e. Graybar, CED, Maltby, AZCO, Wesco) with electrical distributors and have their material in stock at our BES facilities on a consignment basis.

BES carries a substantial supply of traffic signal and streetlight material on-hand in various sizes and configurations. Most standard size traffic signal and streetlight pole knockdowns can be replaced the same or next day.

BES fully believes that all employees should be fully equipped and ready for all aspects of the job and assignment and should "work smart, not just work hard" and leverages the use of technology.

BES employees are fully equipped to perform all necessary field and project management equipment to successfully manage MHCSD.

Typical employee tools/equipment stocked and ready for service at all times for MHCSD are:

- Cell phone;
- Laptop and/or tablet;
- Working vehicle and/or bucket truck.

Equipment and inventory levels are maintained in order to accommodate each individual Agency's needs. BES continually monitors and modifies inventory levels as required by current maintenance and repair.

VEHICLES

BES owns and operates all our vehicles and equipment. We have a large array of vehicles to not only provide maintenance for streetlights –but also provide services such as landscaping, roadway rehab, signing and striping, traffic control, concrete improvements. We have the required equipment to work on all aspects of roadwork both electrical and civil.

BES exceeds the minimum equipment requirement as mentioned in the RFP.

It should be noted that majority of all equipment will be new and in excellent condition.

Fleet and Equipment Roster available upon request.

EMERGENCY SERVICE

BES can respond to emergency requests and reports of damaged or malfunctioning traffic signal or streetlights within one (1) hour during regular business hours and two (2) hours during standard, non-working hours, weekends and holidays. Emergency repairs shall constitute work made necessary to return a traffic signal to proper operation following a device malfunction, failure, loss of indication, accident damage, construction damage, or any other emergency situation.

Reports of traffic signal or streetlight problems can be initiated by calling our office 24/7/365.

BES will provide a single toll-free phone number that the MHCS D can call to request responsive and emergency repairs for the duration of this contract.

BES shall only respond to request for service made by the Engineer, or his authorized representative, during MHCS D normal business hours and only from the police department of authorized District representative during non-business hours.

BES will provide temporary emergency replacements of an acceptable type to the District in the event of a knockdown, until permanent repairs can be made. Permanent replacement of equipment will not be made until written approval from MHCS D is received by BES.

All emergency service calls will be recorded into the inspection log located in each traffic signal controller cabinet indicating all emergency work performed.

BES technicians responding to the report of a black-out will be equipped with the traffic control equipment such as traffic cones, arrow boards and warning signs necessary to make the intersection safe until signal repairs can be made.

SERVICE SOFTWARE

Bear Electrical Solutions, Inc.
1341 Archer Street, Alviso, CA 95002
Phone: (408) 449.5178 Fax: (408) 449.5147
Contractor License No. 982079

BES - Confidential & Proprietary

BES understands the importance of technology in today's dynamic and connected world. As such, we have partnered with Servicemax (a Salesforce.com based platform), the leading cloud based field service software provider in the marketplace, to provide our service software solution. We look forward to discussing MHCSD's wish list items for the software so we can have the system tailor made to meet your needs.

****Note the same software will be utilized to manage the MHCSD Traffic Signal Maintenance contract****

CLIENT REFERENCES

Though BES is relatively a new company forming in late January 2013 and officially receiving a C-10 license in mid-March, BES has already been successful gaining credibility and acquiring contracts. Most contracts are already complete and the customer is satisfied. Below is a sample of work already completed in the short time period BES has been established.

Overall, the principals of the company have over 8 years of experience each in the traffic signal and streetlight industry.

(It should be noted that the qualifying partner, Joshua Bailey, has been a C-10 license holder since 2010)

1. City of Saratoga - Mr. Macedonio Nunez; Associate Civil Engineer, 19655 Allendale Avenue, Saratoga, CA; mnunez@saratoga.ca.us / 408 868-1218
 - a. Downtown Streetlight Upgrade Project – Consulting Work and Oversight
 - b. Design-Build of Temporary Traffic Signal at Hakone Gardens
 - c. On-Call Engineering and Maintenance
2. City of Salinas - Mr. Jose Saucedo; Associate Civil Engineer, 201 Lincoln Avenue, Salinas, CA; josesau@ci.salinas.ca.us / 831 758-7381
 - a. On-Call Traffic Signal Maintenance
 - b. Traffic Signal/ ITS/ Street lighting Training Program (BES Staff providing City Staff training)
3. City of Fremont - Mr. Fred Hebener; Maintenance Superintendent, 42551 Osgood Road, Fremont, CA; fhebener@fremont.gov / 510 979-5719
 - a. On-Call Traffic Signal and Streetlight maintenance
 - b. Misc. Design-Build Consultation

Proposal Exhibit "C" – Terms of Proposed Service Agreement

CITY'S STANDARD FORM SERVICE AGREEMENT

BES has reviewed the City's standard form service agreement and takes no issue to the standard form.

PAST, ON-GOING, OR POTENTIAL CONFLICTS OF INTEREST FOR THIS CONTRACT

There are no past, on-going, or potential conflicts with BES that will result in non-performance of the proposed work for this contract.

TERMINATION FOR DEFAULT

BES has not experienced any terminations for default.

INSURANCE REQUIREMENTS

BES meets the City's insurance requirements. See attached Appendix A.

Proposal Exhibit "D" – Cost Submittal

Description	Price	Qty
Repair of one (1) 50-100 watt post top fixture by replacement of a lamp, PEC (photo electric cell), fuse or capacitor.	\$ 58.00	Each
Repair of one (1) 250 watt arterial fixture by replacement of lamp, PEC, fuse or capacitor.	\$ 75.00	Each
Repair of one (1) 100 watt post top fixture by replacement of complete ballast assembly.	\$ 125.00	Each
Repair of one (1) 250 watt arterial fixture by replacement of complete ballast assembly.	\$ 165.00	Each
A full night/day check of all the lights within Mountain House, which include arterial, in-track, park, pathway and court lights. Repairs will be authorized after a list is submitted and approved by an MHCSO representative.	\$ 550.00	Each
Repair of three (3) Court Light including any rental fees. (1000W Metal Halide)	\$ 550.00	Per Set
Repair of one (1) Illuminated bollard 100 watt	\$ 125.00	Each

***BES NOTE: All quoted costs and material costs include sales tax.**


Item No.	Labor Equipment	Hourly Rate	
		Straight-Time	Over-Time
1	Traffic Signal Technician	\$ 110.00	\$ 200.00
2	Electrician	\$ 110.00	\$ 200.00
3	General Laborer	\$ 70.00	\$ 90.00
4	Service Truck (Bucket)	\$ 25.00	\$ 25.00
5	Crane Truck (Boom)	\$ 65.00	\$ 65.00
6	Dump Truck	\$ 25.00	\$ 25.00
7	Air Compressor	\$ 20.00	\$ 20.00

Recommended Practices	Unit Price
Traffic Engineer (consultant) per hour	\$ 175.00
Traffic Engineer Assistant	\$ 50.00
IT Technician/ Engineer	\$ 100.00
CAD engineer	\$ 75.00
Annual Conflict Monitor Testing	\$ 75.00

Bear Electrical Solutions, Inc.
 1341 Archer Street, Alviso, CA 95002
 Phone: (408) 449.5178 Fax: (408) 449.5147
 Contractor License No. 982079

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Appendix A - Insurance Certificate

ACORD	CERTIFICATE OF LIABILITY INSURANCE	BEARS-2	OF ID: LE			
		DATE (MM/DD/YYYY) 03/05/13				
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
Producer Pacific Diversified Insurance Los Gatos Branch 29 S Santa Cruz Avenue #319 Los Gatos, CA 95030 Timothy Patrick Lemihan	408-354-7711 408-354-7788	CONTRACT NUMBER POLICY NUMBER DATE, Iss. & Exp. CLASS ADDRESS	FAX BIC, Ins.			
INSURED Bear Electrical Solutions, Inc 1341 Archer Street, PO Box 524 Alviso, CA 95002		INSURERS AFFORDING COVERAGE INSURER A: Burlington Insurance Company INSURER B: Integon Nat'l Ins. Company INSURER C: Companion Property and INSURER D: Companion Specialty Ins. Co. INSURER E: INSURER F:				
COVERAGES CERTIFICATE NUMBER REVISION NUMBER						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY RAD CLAIMS.						
LINE	TYPE OF INSURANCE	AMOUNT (PER YEAR)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		HSL0051516	02/06/12	02/06/13	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Per one person) \$ 5,000
	GENE AGGREGATE LIMIT (POLICIES HERE) POLICY <input type="checkbox"/> NON-RET <input type="checkbox"/> LOC					PERSONAL & ADVISORY \$ 1,000,000
	AUTOMOBILE LIABILITY					GENERAL AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> ANY AUTO		12000020	10/30/12	10/30/13	UNEMPLOYED BENEFIT LIMIT (Per accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> UNLICENSED DRIVER				BODILY INJURY (Per person) \$
	<input type="checkbox"/> NAMED AUTOS	<input type="checkbox"/> UNLICENSED DRIVER				BODILY INJURY (Per person) \$
	UNEMPLOYED BENEFIT (Per accident) UNEMPLOYED BENEFIT (Per accident) UNEMPLOYED BENEFIT (Per accident)					PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB		VUE1211751	02/15/12	02/06/13	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> ACCESS LIAB	<input checked="" type="checkbox"/> OCCUR				AGGREGATE \$ 4,000,000
	CLAIMS-MADE DEF. <input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		GPCA16771	02/01/13	02/01/14	<input checked="" type="checkbox"/> EMPERALS <input type="checkbox"/> CUM. BEN.
	ANY PROFESSIONAL/ORTHODONTIC/LEGAL/CHIRO/PT/CLINICIAN/EXCLUSIONS (Waiver in No) <input type="checkbox"/>					\$1. EACH ACCIDENT \$ 1,000,000
	IF BEN. DESIGNATED UNDER DESCRIPTION OF OPERATIONS below					\$1. DISEASE - EACH EMPLOYEE \$ 1,000,000
						\$1. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if there is space is required)						
PROOF OF INSURANCE						
CERTIFICATE HOLDER				CANCELLATION		
PROOF OF INSURANCE				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2010/06)

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