



**COUNTY OF VENTURA  
GENERAL SERVICES AGENCY  
PROCUREMENT SERVICES  
800 S. VICTORIA AVE.  
VENTURA CA 93009-1080**

**REQUEST FOR PROPOSAL  
#5703**

**for**

**WIRELESS MICROWAVE EQUIPMENT**

**Issued: September 11, 2013  
Due: October 09, 2013**

## **SECTION 1.0**

### **GENERAL INFORMATION AND SCOPE OF WORK**

*This Request for Proposal (RFP) has been posted on the GSA Procurement website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.*

#### **1.1 Introduction/Purpose**

The County of Ventura (hereinafter referred to as County) invites your organization to submit a written proposal to provide Wireless Microwave Equipment in accordance with the attached Terms and Conditions, and Instructions to Offerors which by this reference are made a part hereof.

The purpose of this request for proposal (hereafter referred to as RFP) is to select a supplier, or suppliers, with the ability to provide just in time delivery of Wireless Microwave equipment/components when needed, as needed. This is an equipment ONLY bid. No installation services are being sought.

To qualify, Offerors should have a minimum of three years experience in supporting large accounts.

The County reserves the right to make an award 1) to a primary vendor for the entire contract; 2) multiple vendors; 3) by equipment category, or any combination thereof, whichever is in the best interest of the County.

Proposals shall be due no later than 3:00 p.m. on October 09, 2013.

#### **1.2 Background**

Ventura County's wireless growth is expanding based on several different technologies that are being deployed. The microwave back bone is critical to back hauling all County data needs back to their servers and to the cloud. ITSD Network Services is currently using multiple vendors to provide them with the parts, equipment and software licenses for their Wireless Microwave Equipment needs. ITSD is looking to consolidate and make its purchases from just one vendor.

Annual expenditures for Wireless Microwave equipment have averaged \$100,000 per year. It is anticipated that expenditures for the next two years will be \$ 200,000 per year.

## **SECTION 1.0 GENERAL INFORMATION AND SCOPE OF WORK**

The figures provided hereunder are based on the historical data available to the County at this time.

**There shall no guarantees to the actual number of products or purchases to be made by the County.**

### **1.3 Action Dates**

The following is an outline of the anticipated schedule for the proposal review and contract award.

Issue Request for Proposal (RFP)	September 11, 2013
Last day for questions	September 25, 2013
Proposals Due	October 09, 2013
Evaluation-award	October -November 2013
Start Work	December 1, 2013

The Contractor shall not commence work until a meeting between representatives of the contractor and the County of Ventura is held. The meeting will be held at a County of Ventura site, at a time and date to be established. The schedule set forth above is subject to change.

### **1.4 Questions Regarding RFP**

All questions concerning this Proposal may be directed to Rick Tolentino at [rick.tolentino@ventura.org](mailto:rick.tolentino@ventura.org), or [\(805\)662-6886](tel:8056626886).

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### **INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION**

#### **2.1 Submittal Deadline**

Completed proposals should be sealed and clearly marked: Request for Proposal #5703, Wireless Microwave Equipment, and must be delivered no later than October 09, 2013 at 3:00 p.m. PST:

County of Ventura  
Procurement Services  
Hall of Administration/Lower Plaza  
800 S. Victoria Avenue  
Ventura, Ca 93009-1080

Please submit one original, marked as "MASTER" and 5 (five) identical copies of the proposal. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the County reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, proposal may be rejected at the discretion of the County.

Offerors are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1, Alternate Proposal 2, etc." Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP. The County will not furnish additional packages, but offeror may reproduce the RFP to submit alternate proposals.

Offerors are responsible for making certain their proposals are received by GSA-Procurement on or before the Proposal Submittal Deadline. The receiving time in GSA-Procurement (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.

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#### **2.2 Proposal Response**

Offerors must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for future reference.

Offerors who do not wish to respond but who wish to be kept on the mailing list must return their proposal forms or a written response indicating "No Proposal". Include name and address of firm.

Offerors who fail to respond to proposal solicitations may be removed from the supplier mailing list.

#### **2.3 Modification of Proposals**

Any Offeror who wishes to make modifications to a proposal already received by the County must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by the offeror's authorized agent.

Proposals cannot be changed or modified after the date and time designated for final receipt of all proposals

#### **2.4 Opening of Proposals**

Proposals will not be opened publicly but a list of the names of Offerors submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals will be made public and may be inspected at the time of award.

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#### **2.5 Examination of the Request for Proposal**

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve offerors from any obligation with respect to this proposal.

#### **2.6 Proposal Validity**

Proposals submitted hereunder shall be firm for 90 calendar days from the due date unless otherwise qualified.

#### **2.7 Proposal Content/Format**

To be considered responsive, proposals should address all items identified in this section.

Please note: Some items require that the Offeror provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of a proposal.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the Offeror's ability to provide the services that can best satisfy the requirements herein and meet the needs of the County. Elaborate or unnecessarily lengthy responses and attachments are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information must be addressed; all requested data must be supplied. Failure to comply with this

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requirement may be cause for rejection.

Answer on 8 1/2" X 11" sheets. Assemble your proposal in the following order. Present your proposal response in the order that the items are listed, identifying each response by the number. Submit 1 (one) original and 5 (five) copies of your proposal. To conserve resources we ask that proposals be submitted on 30% post consumer paper and be duplexed when possible.

a. **Cover Letter/Signature on Proposal**

A cover letter, which shall be considered an integral part of the proposal, shall be signed by individual(s) who is/are authorized to bind offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title(s), address (es), telephone number(s), fax number(s) and email address (es).

b. **Company Profile and Qualifications**

Offeror must provide a company profile. Information provided shall include:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Location of the office servicing any California account(s).
4. Number of employees both locally and nationally.
5. Location(s) from which employees will be assigned.
6. Name, address, and telephone number of the Offeror's point of contact for a contract resulting from this RFP.
7. Company background/history establishing that Offeror is qualified to provide the services described in this RFP.
8. Length of time Offeror has been providing services described in this RFP. Please provide a brief description of such services.
9. Offeror's Dun and Bradstreet number.
10. Offeror's bank of record.

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Offeror must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any past or pending civil or criminal litigation or investigations which involve the Offeror or in which the Offeror has been found guilty or liable. Failure to fully comply with the terms of this provision may disqualify any proposal. The County reserves the right to reject any proposal based upon the Offeror's prior history with the County or with any other party, which conduct reveals, without limitation, Offeror's prior unsatisfactory performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones or other significant contractual failures.

c. **Personnel Qualifications**

1. Provide a resume detailing the experience, level of expertise and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day to day requirements of the County.
2. If you plan to sub-contract work, you must indicate the name and address of each firm and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications and representative experience.

d. **Financial Statement**

Offerors must provide a current financial statement or latest annual report. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

e. **References**

Offerors should provide a minimum of three (3) references from similar projects performed within the last three years. In addition include all local government (Southern California) references.

Information provided shall include:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Dollar value of contract
- e. Staff assigned to reference engagement that will be designated



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for work per this RFP;

f. Client project manager name and telephone number.

f. **Offeror Understanding**

Offerors may include an understanding of the County's needs or any other information, deemed necessary, which may not be required in any other section of the RFP.

g. **Requirements**

Offeror's response shall state on a **point-by-point** basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3). Address each item in the order given; identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations.

h. **Compliance with County Standard Contract Terms and Conditions**

Successful Contractor will be required to enter into a written contract.

Offerors shall review the County's standard contract in Section 4, which shall form the **basis** for any contract entered into hereunder.

Contractor's response shall state on a **point-by-point** basis whether proposal is in compliance with the terms and conditions in Section 4 of this RFP.

Address each item in the order given; identify each response by item number. Any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph.

Deviations considered excessive by the County may reduce or eliminate an Offeror.

i. **Compensation**

Complete Proposal Form **ATTACHMENT A**. Proposal pricing shall include everything necessary for completion and fulfillment of the contract. All other costs must be detailed.

No additional charges (e.g., for transportation, out-of-pocket

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expenses, etc.) will be allowed unless so specified herein.

j. **Payment Terms**

Customary terms are Net 30 for work performed. Offerors shall indicate their offeror payment terms. Discount for payment in less than 30 days may be considered in the evaluation.

#### **2.8 Costs Incurred in Responding**

The County of Ventura will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County of Ventura when received by the County and may be considered public information under applicable law. The County assumes no liability for any costs incurred by offerors throughout the entire selection process.

#### **2.9 Addenda**

The County will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse the successful Offeror of any obligations hereunder, unless set forth in writing by the County. Addenda will be sent to all known Offerors. Offerors must acknowledge and return all Addenda on or before the Proposal Submittal Deadline. It is the responsibility of each Offeror to ensure the County of Ventura has their correct business name and address on file. Any prospective Offeror who obtained a copy of the RFP documents from any other source other than the County is responsible for advising the Procurement division that they have said documents and wish to receive subsequent Addenda.

#### **2.10 Nomenclatures**

The terms "Successful Offeror, Successful Contractor, and Contractor" may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the (Agency) enters into a contract because of this

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solicitation.

The terms "Proposal/Solicitation/RFP" refer to all proposal documents and related addenda produced by the County and provided to prospective Offerors.

#### **2.11 Confidential and Proprietary Data**

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded.

One exception, to this required disclosure, is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically mark the pages of the response that contains the information.

The County will not honor any attempt by the Offeror to designate its entire proposal as proprietary.

#### **2.12 Commitments, Warranty and Representations**

The proposal submitted in response to this RFP will be included as part of the final contract. Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an offeror within the scope of this procurement shall be binding upon the offeror whether or not incorporated into a contract document. Failure of the vendor to fulfill any such commitment shall render the offeror liable for liquidated or other damages due the County under the terms of the Contract. For the purpose of this procurement, a commitment by an offeror includes:

- Any modification of, or affirmation or representation as to the

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above, which is made by an offeror in or during the course of negotiation.

- Any representation by an offeror in a proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

#### **2.13 Proposal Validation/Evaluation/Award**

a. Validation

Proposals will be checked for the information required to conform with this RFP. Absence of required information may be cause for rejection.

b. Evaluation

The successful offeror shall be chosen in accordance with, but not limited to, the following criteria:

1. Proven Performance

The offeror's background, experience, and stability of their firm will be assessed. The evaluation will focus on the firm's record of successful service and support to accounts of comparable size and environment. The ability of the offeror will be evaluated in terms of technical resources, staffing, staff experience and facilities.

Client references will be contacted and their responses will become a part of the award/review process.

2. Requirement/Specifications

The ability to meet the requirements/specifications outlined herein.

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3. Cost

The Proposals will be evaluated on the basis of the offeror's reasonableness of cost.

The cost sheets/tables in **ATTACHMENT A** will be used for the purpose of cost evaluation. Cost will be evaluated in relationship to the foregoing criteria.

c. Award

Award will be made to the Offeror offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the County. The Committee will evaluate all proposals received in accordance with the evaluation criteria.

The Evaluation Committee may also contact and evaluate the Offeror's and subcontractor's references; contact any Offeror to clarify any response; contact any current users of an Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The County reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and summary of evaluation scores will not be released until after award of proposal. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder.

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The County reserves the right to award a contract to other than the offeror submitting the lowest total price and to negotiate with any or all Offerors. Offerors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written contract with the successful Offeror. A Notification of Intent to Award may be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate with the next highest scoring Offeror or withdraw the RFP.

The County Board of Supervisors must approve all contracts resulting from this Request for Proposal if services exceed \$100,000.

#### **2.14 Presentations**

Offerors may be invited to make oral presentations to County personnel.

#### **2.15 Site Visits**

The County reserves the right to schedule site visits to offeror's facilities or a current operational site in order to assess the capability and ability of the offeror to fulfill the contract.

#### **2.16 Additional information**

If during the evaluation process, the County is unable to determine an offeror's ability to perform, the County has the option of requesting any additional information which the County deems necessary to determine the offeror's ability. The offeror will be notified and permitted five working days to comply with any such request.

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#### **2.17 Errors/Defects in Proposals**

If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price.

The County may waive any immaterial deviation or defect in a proposal. The County's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the offeror from full compliance with the RFP requirements, if awarded a contract.

#### **2.18 Rejection of Proposals**

County reserves the right to reject the proposal of any offeror who:

- Previously failed to perform adequately for County or any other governmental agency within the previous twelve (12) months.
- submits false, incomplete, or unresponsive statements in a proposal;
- is in default on the payment of taxes, licenses or other monies due County;
- submit proposal containing errors or discrepancies.

#### **2.19 Cancellation of RFP**

The County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

#### **2.20 Protest Procedures**

To be considered, protests must be made in writing, signed by Offeror's authorized representative, and delivered to the Ventura County Procurement Services Manager, GSA/Procurement, 800 S. Victoria Ave., Ventura, CA 93009-1080.

The following conditions apply to proposal protest:

- a.** Before Proposal Submittal Deadline. Protests of specifications, terms, conditions or any other aspects of the solicitation must be

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made before the Proposal Submittal Deadline.

- b.** After Proposal Submittal Deadline. Protest of award must be made, by Offeror, no later than five (5) calendar days after the aggrieved party knows or should have known the facts giving rise to the protest. All protests must include the following information:
- 1) The name, address, and telephone number of the protestor;
  - 2) The signature of the protestor, or protestor's authorized representative;
  - 3) The solicitation or contract number; and
  - 4) A detail statement of the legal and/or factual grounds for the protest.

The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedures.



## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

The requirements described herein are based on the desired level of service and are considered reasonable to meet the County's needs. Offeror having alternate proposals to meet these needs may after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the County.

### **3.1 Term**

The term of the contract will be for (1) one year with, by mutual consent, the ability to extend the contract for (2) two additional (1) one-year periods.

**Indicate acceptance or give alternate.**

### **3.2 New Equipment**

Equipment furnished under this proposal shall be new and unused, no "grey market".

**Indicate whether you are an Authorized Reseller. Offerors MUST provide a letter of certification from the manufacturer naming them as authorized resellers/distributors.**

### **3.3 Regulation Compliance**

All items supplied shall comply with all Federal, State, and other laws relative thereto. Offeror further agrees that the goods quoted comply with all applicable Federal and State Occupational Safety and Health Laws, Standards and Regulations, and that the seller will indemnify and hold the buyer harmless for any failure to so conform.

**Indicate acceptance or give alternate.**

**3.4** The Offeror must propose and maintain for the term of the contract the complete list of products, equipment and software listed in Attachment A.

**Provide a listing from Attachment A of the products/equipment your firm is able to provide.**

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### **3.5 Pricing**

Offerors must propose product pricing as a discount off of the manufacturer's list. The discounted price will be the only amount paid for products provided under this contract. Offerors are, therefore, cautioned to incorporate all associated costs (freight, handling, etc.) into their proposed discount.

Offerors may propose different discounts for different product categories. All items within a category must be offered at the same discount. Successful Offeror must pass on to the County any special promotional pricing or rebate programs offered by the manufacturer. Any new products added under the manufacturer's category will use the established discount percentage.

Should the supplier participate in any educational or special pricing program, the County, reserves the right to utilize the pricing program for any qualifying agency, in lieu of prices quoted.

Discounts to the County, as quoted, shall be firm for the term of the contract.

Quotes for a specific item(s) firm for at least 30 days – unless supplier notifies County up front that pricing restrictions apply to the quoted item. Price decreases prior to shipping will be passed on to the County.

Audits may be made of suppliers' records at any time.

**Indicate acceptance or give alternate. Indicate the method by which "List Price" can be verified by the County. Include the frequency of updates and method by which this information will be provided. Complete Proposal Page (ATTACHMENT A). Identify any special pricing programs (i.e. WSCA, GSA, CMAS), that could be used by the County, as well as any price guarantees (matching) offered by your firm.**

### **3.6 Volume Pricing**

The County may from time to time have the need for a large individual spot purchase, warranting special pricing.

**Indicate additional price breaks offered in these cases or provide detailed account of how pricing for these purchases would differ from standard**

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pricing.

### **3.7 Delivery**

Prompt delivery is of the utmost importance. Offerors are to indicate realistic delivery time in their proposals. Offeror must propose a delivery schedule for all products.

**Using the following format below, indicate your commitment to meeting the County's delivery requirements. Different product categories may have different delivery lead times.**

\_\_\_\_\_ shall be delivered within \_\_\_\_\_ days, or less, after receipt of order.

Successful Offeror will be expected to meet the delivery requirements herein on a consistent basis, unless product is under manufacturer allocation, or as may be otherwise agreed to between the ordering department and the Offeror.

**Indicate your current order filling success rate for like products. Explain how this information is compiled. Preference will be given to Offerors providing verification/documentation in support of this information.**

### **3.8 Order Shipment**

Shipments to the **ordering department site** shall be the responsibility of the supplier and shall be made either by the supplier's owned delivery equipment and personnel, or by other means identified so as to affect prompt and reliable delivery.

All products shall be supplied on a FOB destination basis. All freight and delivery costs shall be included in the prices quoted, unless stated separately by Offeror.

Equipment shall be preserved, packed and marked in accordance with industry standard practice.

**Identify your standard method of shipment. Are expedited or express shipping options available? If yes, provide pricing information.**

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### **3.9 Order Placing**

Currently, orders are placed by individual County department(s) by mailing a hard copy of purchase order, faxing or by email.

**Indicate your firm's ability to accept the orders in the above mentioned methods, additionally indicate your ability to accept orders electronically.**

### **3.10 Order Notification**

The County requests that within one working day after receipt of order, the supplier verify the accuracy of the order and provide a notification of acceptance (with an estimated delivery date), or rejection of the order to the end user.

**Describe your firm's ability to, and method of, providing order acknowledgments.**

### **3.11 Product Catalog**

Successful Offeror will provide product "catalog" that will allow the users to view all the current products, services, pricing, and product availability/inventory and must contain full product descriptions. The catalog must be kept current and updated. At minimum users must be able to search by manufacturer, manufacturer part number, or key words. Cost of providing the catalog is borne by the supplier. Preference will be given to suppliers that can provide an on-line product catalog that can be customized specific to the County's needs and authorized products lines.

**Indicate your ability to provide a catalog(s) detailing, products, services, and pricing. Describe the method of delivery (media) and frequency of updates.**

### **3.12 Order cancellation**

Supplier shall accept order cancellations, without any cost to the County department, at any time prior to delivery.

**Indicate acceptance or give alternate. Describe order cancellation process.**

## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

### **3.13 Invoicing**

Invoices shall be submitted to the ordering agency as shown on the purchase order(s).

**Indicate acceptance or give alternate.**

### **3.14 Order Status and Tracking**

Supplier must provide a method/system by which end users can be provided with up to date order status information. Such system should provide status of open orders, back orders, and warranty repair work orders. Information should include estimated time of shipment.

**Describe the method(s) County staff will be able to utilize to obtain order information. Preference will be given to suppliers with the ability to provide this information on-line.**

### **3.15 Ad Hoc Reports**

Supplier shall provide usage reports as requested by the County. Reports must be delivered to the requesting agency within 10 calendar days after receipt of request.

The usage reports may be requested in various formats, sorted by:

- a) part number
- b) item description
- c) cost
- d) quantity
- e) department/budget unit that made purchase
- f) invoice number
- g) invoice date
- h) purchase order number
- i) leased or purchase
- j) serial number
- k) asset maintenance tag number (where applicable)

Sample reports may be required prior to award.

### **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

**Indicate your ability to provide ad hoc usage reports and service reports. Describe how the data is compiled for each report and the level of detail to be included. Identify the report format and the media your company will be using (Excel, hard copy, cd, etc).**

#### **3.16 Return of Product**

If notified within 30 days, supplier will, at no cost to the County, immediately replace/exchange any item that is determined to be defective on arrival (D.O.A), meaning the product is non-operational when received by the County.

**Indicate compliance or give alternate.**

If notified within 30 days, supplier shall accept the return of any product that requires return due to an error on the supplier's part, at no cost to the County.

**Indicate compliance or give alternate.**

**Using the following format, indicate your policy for return of product, not due to an error on supplier's part or past the 30 day period. Offerors should indicate whether the product would be accepted for credit and, if restocking charges apply, indicate appropriate percentage (%).**

Restocking Charges	31-60 days	61-90 days	91-120 days

**Outline the procedure to be followed by the County when returning a product.**

#### **3.17 Product Warranty**

Offerors must identify manufacturer's warranty by product category.

**Complete the chart in ATTACHMENT A. Offerors should identify any extended warranty programs available to the County.**

## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

### **3.19 Manuals**

Contractor shall deliver all devices, supplies, books, manuals, attachments and promotional items as packaged and provided by the manufacturer of the equipment without additional charge.

**Indicate acceptance or give alternate.**

### **3.20 Permits**

Unless otherwise provided herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

**Indicate acceptance or give alternate.**

### **3.21 Insurance Requirements**

Successful Offeror shall acquire and maintain at his/her own expense all insurance described in RFP Section 4, Item 11.

**Indicate acceptance or give alternate.**

### **3.22 Non-Collusion**

If there is reason to believe that collusion exists among the Offerors, the County may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices

### **3.23 Environmental Purchasing Policy**

- a. It is the policy of the County of Ventura to purchase and use recycled products whenever possible. The County of Ventura will favorably consider the selection of recycled –content and renewable materials, products and supplies over their non-recycled-content and non-renewable alternatives in cases where availability, fitness, health,

## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

operational efficiency, quality, safety, and price of the recycled product is otherwise equal to, or better than, the non-recycled-content and /or non-renewable alternative.

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in their proposals.

Recycled commodities means items that meet [Environmental Protection Agency's \(EPA\) Comprehensive Procurement Guidelines \(CPG\)](http://www.epa.gov.cpg.product.htm). These can be located at <http://www.epa.gov.cpg.product.htm>.

*"Recycled Material"* means material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

*"Post-Consumer Recycled Material"* means material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

*"Environmentally preferable products"* means products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

### **b. Reporting Requirements**

The supplier shall report the total dollar and unit volume of recycled and non-recycled products supplied to each County department during the fiscal year. This report shall be submitted each year, for the fiscal year ending June 30<sup>th</sup>, by August 15<sup>th</sup>.

### **c. The County prefers to purchase U.S. EPA Energy Star certified products.**



## **SECTION 3.0 REQUIREMENTS/SCOPE OF WORK**

Vendors may visit the Energy Star website at [www.energystar.gov](http://www.energystar.gov)  
<<http://www.energystar.gov/>

Where applicable, goods provided under this contract meet either EPEAT silver/gold certifications as defined by the EPEAT website, go to the following link for a list of products certified as silver/gold <http://www.epeat.net/>.

- d. Source Reduction is an important part of any sustainable green procurement program. Source reduction includes: the reduction of packaging, using recycled content in/for packaging, and/or use packaging that is recyclable.

**Describe the procedure your firm would use or implement to fulfill the requirements/goals in this section. For item c., at minimum, provide information regarding your firm's green procurement initiatives relative to the County's sustainability efforts. Identify what your company, and/or your suppliers are doing to reduce waste, increasing recycling efforts and protect the environment.**

### **3.24 Piggyback Agreement**

Offeror may indicate on his Proposal Form that he will extend all prices, terms, and conditions of his proposal to any other public agency located in Ventura County. Offeror's agreement or failure to agree to the "piggyback" agreement will **not** be a factor in award of proposal. All piggyback agreement with other agencies will be separate from and unrelated to any entered into hereunder by the County and the Successful Offeror(s). The County will incur no responsibility, financial or otherwise, for contracts made by the Successful Offeror(s) and other public agencies. (Attachment C)

**SECTION 4.0**  
**COUNTY OF VENTURA STANDARD CONTRACT**

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and \_\_\_\_\_, hereinafter called "Contractor."

WITNESSETH

**WHEREAS**, pursuant to Section 3 item f of the County of Ventura Ordinance NO. 4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

**WHEREAS**, the County issued the Wireless Microwave Equipment Request for Proposal #5703 (hereinafter referred also as 'RFP') to determine the most qualified contractor for such services for County; and

**WHEREAS** the Contractor submitted a proposal dated October 09, 2013, in response to the RFP (hereinafter referred also as "Contractor's Proposal"), to provide services to County;

**WHEREAS**, the County determined, through competitive solicitation and careful review of submitted proposals, that the Contractor's Proposal best meets the need of the County for Wireless Microwave Equipment and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing Wireless Microwave Equipment and related services hereinafter described;

**WHEREAS** the County and the Contractor are willing to enter into a Wireless Microwave Equipment Contract in accordance with the RFP, the Contractor's response thereto, which by this reference are incorporated, though not attached, and the terms and conditions contained herein;

**WHEREAS**, it is necessary and desirable that Contractor be engaged by County for the purpose of providing Wireless Microwave Equipment services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform

## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

#### **2. PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

#### **3. TERM**

Per RFP document.

#### **4. RESPONSIBILITY OF CONTRACTOR**

The Contractor shall, prior to start of any work awarded hereby, secure at Contractor's own expense all persons, employees and equipment required to perform the contract requirements. Contractor will be held fully responsible for performance of any subcontractors.

#### **5. WARRANTIES**

Contractor shall warrant and represent that:

- a. its work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.
- b. there exists no actual or potential conflict of interest concerning the services to be performed under this contract. Contractor represents that performance under this contract does not require the breach of any contract or obligation to keep in confidence the proprietary information of another party.

#### **6. INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither

## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this contract.

#### **7. NON-ASSIGNABILITY**

Contractor will not assign this contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this contract.

## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

#### **8. TERMINATION -**

The County at its sole option may terminate this contract upon thirty (30) days written notice with or without cause. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County shall be entitled to immediate possession of and Contractor shall furnish all computations, correspondence and other pertinent data gathered or computed by Contractor specifically for the services required hereunder prior to such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

#### **9. DEFAULT**

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 7 above.

#### **10. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of

## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

#### **11. INSURANCE PROVISIONS**

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.

2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each accident Bodily Injury and \$50,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not covered under Commercial Automobile Liability.

3) Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.

B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.

C) COUNTY is to be notified immediately if any aggregate insurance limit

## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

is exceeded. Additional coverage must be purchased to meet requirements.

- D) The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).
- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage.
  - 2. Additional Insured endorsements.
  - 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

#### 12. **NON-DISCRIMINATION**

##### A. General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this contract.

##### B. Employment.

## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies will be made available to County upon request.

#### **13. SUBSTITUTION**

If particular people are identified in Exhibit A as working under this contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

#### **14. INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

#### **15. CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This contract will be administered by \_\_\_\_\_ or his/her authorized representative.

#### **16. ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this contract.



## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

#### **17. CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will 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 contract. Contractor further covenants that in the performance of this contract no person having such interest will be employed or retained by Contractor under this contract.

#### **18. FORCE MAJEURE**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

#### **19. NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

#### **20. CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this contract which County requests in

**SECTION 4.0**  
**COUNTY OF VENTURA STANDARD CONTRACT**

writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

**21. NOTICES**

All notices required under this contract will be made in writing and addressed or delivered as follows:

TO COUNTY: VENTURA COUNTY  
GENERAL SERVICES AGENCY  
PROCUREMENT SERVICES  
800 S. VICTORIA AVENUE  
VENTURA, CALIFORNIA 93009

TO CONTRACTOR-

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

**22. MERGER CLAUSE**

This contract along with the following documents, which are incorporated into this contract by reference, hereto constitute the final expression of the agreement of the parties and supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

## **SECTION 4.0**

### **COUNTY OF VENTURA STANDARD CONTRACT**

This contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the event of an inconsistency in this contract, the inconsistency shall be resolved in the following order:

- 1) This contract;
- 2) County of Ventura RFP #5703
- 2) Contractor's proposal dated \_\_\_\_\_.

#### **23. GOVERNING LAW**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

#### **24. SEVERABILITY OF CONTRACT**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

#### **25. CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

#### **26. COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

#### **27. CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition.

**PROPOSAL FORM**

**PROPOSAL FORM  
ATTACHMENT A**

The undersigned Offeror agrees to contract with the County of Ventura to provide Wireless Microwave Equipment in the manner and time prescribed in Request for Proposal #5703. The cost of all labor, supervision, material, and supplies for providing these products, even though not shown or specified, shall be included in the net price to the County. Enter the percentage discounts for the various categories shown. Offerors may add additional categories.

CATEGORY	PROPOSED DISCOUNT	STANDARD WARRANTY
<b>CERAGON</b>		
MICROWAVE DISHES / ANTENNA		
MICROWAVE EQUIPMENT		
LICENCES AND SOFTWARES		
FIBEAIR EQUIPMENT AND ACC.		
<b>ANDREWS</b>		
MICROWAVE DISHES / ANTENNA		
RADOMES		
STRUTS		
CABLE/CONNECTORS & RF ACC.		
TOWER / ANTENNA MOUNTS & ACC.		
<b>RADIOWAVES</b>		
MICROWAVE DISHES / ANTENNA		
STRUTS		

**PROPOSAL FORM**

CATEGORY	PROPOSED DISCOUNT	STANDARD WARRANTY
<b>COMMSCOPE</b>		
STRUTS		
TOWER / ANTENNA MOUNTS & ACC.		
CABLE/CONNECTORS & RF ACC.		
GROUNDING PARTS & ACC.		
<b>MTS</b>		
TOWER / ANTENNA MOUNTS & ACC.		
<b>ROHN</b>		
TOWER / ANTENNA MOUNTS & ACC.		
<b>TIMES MICROWAVE</b>		
CABLE/CONNECTORS & RF ACC.		
GROUNDING PARTS & ACC.		
<b>WIRELESS SOLUTIONS</b>		
GROUNDING PARTS & ACC.		
CABLE/CONNECTORS & RF ACC.		
<b>ACCELE</b>		
CABLE/CONNECTORS & RF ACC.		
<b>POLYPHASER</b>		
CABLE/CONNECTORS & RF ACC.		
<b>RF CONNECTORS</b>		
CABLE/CONNECTORS & RF ACC.		

**PROPOSAL FORM**

CATEGORY	PROPOSED DISCOUNT	STANDARD WARRANTY
<b>RFS</b>		
CABLE/CONNECTORS & RF ACC.		
<b>NEWMAR</b>		
POWER SUPPLIES / UPS		
<b>DURACOMM</b>		
POWER SUPPLIES / UPS		
<b>SIGNAMAX</b>		
24 PORT SIGNAMAX CAT 5E PATCH PANEL		
<b>SPECIFIED TECH</b>		
CABLE/CONNECTORS & RF ACC.		

**PROPOSAL FORM**

Using your proposed discounts from the tables above, enter your proposed price for the following items.

<b>WIRELESS PARTS LIST 2013/2014</b>					
DESCRIPTION	PART NUMBER	Manufacturer	VERIFIABLE LIST PRICE	PROPOSED DISCOUNT	TOTAL COST TO THE COUNTY
<b>MICROWAVE DISHES/ANTENNA</b>					
<b>6GHZ DISHES</b>					
RADIOWAVES 6' 6 GHZ LOW BAND	HP6-59G2	RADIOWAVES			
RADIOWAVES 6' 6 GHZ HIGH BAND	HP6-64G2	RADIOWAVES			
ANDREW 6' 6/7GHZ ANTENNA	CER-AM-6-6/7-A	CERAGON			
ANDREW 6' 6/7 GHZ DUAL POLE ANTENNA	UHX10-59W-P3A	ANDREWS			
<b>11 GHZ DISHES</b>					
ANDREW 11GHz 2' DUAL POLE	VHLPX2-11-6WH	ANDREWS			
ANDREWS 11GHZ 30" ANTENNA, CPR90G	VHLPX2.5-11-6WH	ANDREWS			
CERAGON 11 GHZ 4' ANTENNA,CERAGON INTERFACE	VHLP4-11-CR4A	CERAGON			
ANDREW 11 GHZ 10' HIGH PERFORMANCE, DUAL POLE ANTENNA	UHX10-107-P3A	ANDREWS			
ANDREW 11 GHZ 4' HIGH PERFORMANCE, DUAL POLE ANTENNA	UHX4-107-P3A/B	ANDREWS			
<b>18 GHZ DISHES</b>					

**PROPOSAL FORM**

DESCRIPTION	PART NUMBER	Manufacturer	VERIFIABLE LIST PRICE	PROPOSED DISCOUNT	TOTAL COST TO THE COUNTY
ANDREW 2' 18 GHZ DUAL POLE LOW PROFILE HIGH PERFORMANCE ANDREW 2' 18GHZ ANTENNA, PROPRIETARY	VHLPX2-18-1GR/B	ANDREWS			
ANDREW 3' 18GHZ ANTENNA, PROPRIETARY	CER-AM-2-18A	CERAGON			
ANDREW 4' 18 GHZ ANTENNA, PROPRIETARY	CER-AM-3-18-A	CERAGON			
	CER-AM-4-18-A	CERAGON			
<b>23 GHZ DISHES</b>					
ANDREW 12" 23 GHZ ANTENNA, PROPRIETARY	CER-AM-1-23-A	CERAGON			
RADIOWAVES 23GHZ 24" ANTENNA, PROPRIETARY	CER-A-1-23-RW	CERAGON			
ANDREW 23GHZ 24' ANTENNA, UBR220	CER-AM-2-23-A	CERAGON			
RADIOWAVES 3', 23 GHZ ANTENNA PROPRIETARY	CER-AM-3-23-RW	CERAGON			
RADIOWAVES 4', 23 GHZ ANTENNA PROPRIETARY	CER-AM-4-23-RW	CERAGON			
<b>RADOMES</b>					
ANDREW 4' ANTENNA RADOME	R4E	ANDREWS			
ANDREW 6' ANTENNA RADOME	R6E	ANDREWS			
<b>STRUTS</b>					
ANDREW INBOARD SIDE STRUT KIT, FOR 4', 6' AND VALULINE ANTENNAS	VSTRUT-P3KIT	ANDREWS			
RADIOWAVES 2' AND 3' ANTENNA STABLIZING ARM	SST23	RADIOWAVES			
COMMSCOPE REFLECTOR SIDE STRUT BRACKET	520568	COMMSCOPE			
COMMSCOPE INBOARD SIDE STRUT KIT FOR 8', 10' AND 12' ANTENNA	520570-1	COMMSCOPE			



**PROPOSAL FORM**

DESCRIPTION	PART NUMBER	Manufacturer	VERIFIABLE LIST PRICE	PROPOSED DISCOUNT	TOTAL COST TO THE COUNTY
COMMSCOPE OUTBOARD SIDE STRUT KIT FOR 8', 10' AND 12' ANTENNA	520570-3	COMMSCOPE			
ANDREW FEED ASSEMBLY PAR6-59-PXA	520919-4	ANDREWS			
ANDREW FEED ASSEMBLY 11 GHZ 4' DUAL POLE	VFEED-4X-11	ANDREWS			
ANDREW 11 GHZ FEEDHORN INSTALLATION KIT	VTRANSX-11-6-KIT	ANDREWS			
ANDREW PRESSURE WINDOW 8.2-12.4GHZ CPR90 FLANGE	55001-90	ANDREWS			
ANDREW PRESSURE WINDOW 6GHZ CMR 137 FLANGE	55001-137	ANDREWS			
<b>TOWER/ANTENNA MOUNTS AND ACCESSORIES</b>					
6'-0" x 2-3/8" OD Galvanized Steel Plain End Pipe	MT-651	COMMSCOPE			
MT-654 4 1/2" Plain end Pipe x 6' Long	MT-654	COMMSCOPE			
MT-221L 12" Adjustable wall brackets HOLLOW WALL	MT-221L	COMMSCOPE			
MT-222L 12" Adjustable wall brackets	MT-222L	COMMSCOPE			
3/8"x2-1/2"x4" Galvanized U-Bolt Assy for 2-3/8" OD Pipe	GUB-3244	MTS			
1/2"x3-5/8"x5" Galvanized U-Bolt Assy for 3-1/2" OD Pipe	GUB-4355	MTS			
4 1/2" U Bolt	GUB-4456	MTS			
ADJUSTABLE TAPER PIPE MOUNT	MTSMPM-AT412-60	COMMSCOPE			
UNIVERSAL SADDLE MOUNT PIPE ADAPTER	MTSSM-ADP	COMMSCOPE			
ANGLE MEMBER UNIVERSAL SADDLE MOUNT	MTSSM-UT1012	COMMSCOPE			
Rohn Non Pen R-JRM27510HC WITH 10FT PIPE	R-JRM27510HC	ROHN			

**PROPOSAL FORM**

DESCRIPTION	PART NUMBER	Manufacturer	VERIFIABLE LIST PRICE	PROPOSED DISCOUNT	TOTAL COST TO THE COUNTY
24" Dual Arm Stand-off Bracket for Dish Ant - 3" OD Mtg	DM-100	MTS			
PVC Roof Sleeper	MTSMT-1598	COMMSCOPE			
SM-U2080 Saddle mount	MTSSM-U2080	COMMSCOPE			
Non Pen Roof Mount	ROHNFRM238SP5	ROHN			
Roof Pads for Non Pen	ROHNFRMMAT	ROHN			
CORNER WALL MOUNT	Andrew CW-M2-63	ANDREWS			
5' Gravity Mount	GM5	ROHN			
<b>CABLE/CONNECTORS AND RF ACCESSORIES</b>					
Accele Elect - 6 Gang Distribution Block	Accele Electronics 5415	ACCELE			
Polyphaser RGT	POLRGT	POLYPHASER			
90 degree mounting/grounding bracket	POLBFN	POLYPHASER			
Cable Tray Sleeper Pad	MTSCT-4	COMMSCOPE			
Universal angle adapter	ANDUA-3	ANDREWS			
Snap stack Hanger 1/2"	ANDSSH-12	ANDREWS			
3/8" Cable Cushion Insert	ANDSSHA-38	ANDREWS			
7/8" Snap stack Hangers-10 pk	ANDSSH-78	ANDREWS			
4" CABLE BOOT W 4 HOLES	AND252147-2	ANDREWS			
1/2" CELLFLEX Super flexible Foam Dielectric Coaxial	SCF12-50J-P7	RFS			
3/8" Aluminum Braided Foam Dielectric 50 Ohm Coax	LMR-LW400	TIMES MICROWAVE			
3/8" Flexible Low Loss Plenum 50 OHM Coax	LMR400LLPL	TIMES MICROWAVE			
LMR400 Fire Retardant- Black	LMR400FR	TIMES MICROWAVE			
N Male Crimp LMR400	RFN-1006-3I	RF CONNECTORS			
Conn, Silver Plated N-Female for 1/2" Suprflx	F4PNF-C	COMMSCOPE			

**PROPOSAL FORM**

DESCRIPTION	PART NUMBER	Manufacturer	VERIFIABLE LIST PRICE	PROPOSED DISCOUNT	TOTAL COST TO THE COUNTY
Conn, Silver Plated N-Male Hex Head for 1/2" Suprflex	F4PNMV2-HC	COMMSCOPE			
150' Cable Kit-LMR 400 N MALE TO N MALE 150'	SRCA40A-150	TIMES MICROWAVE			
READYSLEEVE FIRESTOP SLEEVE 2"	FS-200	SPECIFIED TECH			
8" UV Black Cable Tie 100 PK	AR-08-18-0-C	WIRELESS SOLUTIONS			
17" cable tie,50lb, Black 100PK	AR-17-50-0-C	WIRELESS SOLUTIONS			
Cable Tie,14-1/2" x3/16",Black, 50 lb./ 100 pk	AR-14-50-0-C	WIRELESS SOLUTIONS			
WIRELESS SOLUTIONS 1" PVC X 10FT	WSPVCC 100	WIRELESS SOLUTIONS			
PVC Conduit Glue	WSPVC GLUE	WIRELESS SOLUTIONS			
<b>GROUNDING PARTS AND ACCESSORIES</b>					
Ground kit 3/8" coax	TIMGK-S400TT	TIMES MICROWAVE			
1/2" Coax Clip-on Ground Kit 5' Lead	CommScope 294500	COMMSCOPE			
Tower Ground Bar Attachment Ki	COMMSCOPE 294827	COMMSCOPE			
1/4"x4"x12" Univ 4x13-Hole Tinned Cu Buss Bar, No Hdwe	COMMSCOPE 294811	COMMSCOPE			
1/4"x2"x14" Groundbar	HLGB-0214-IS	WIRELESS SOLUTIONS			
#2 AWG THHN Green Jacket Stranded Ground	MT-584-G	COMMSCOPE			
#6 AWG THHN Green Jacket Stranded Ground	MT-586-G	COMMSCOPE			
<b>CERAGON MICROWAVE EQUIPMENT - IP10</b>					
<b>6GHZ IDU</b>					
IP10 IDU ETHERNET 16T1 EOW	CER-IP10-16T1-AUX	CERAGON			
<b>11GHZ IDU</b>					
IP10 IDU ETHERNET 16T1 EOW	CER-IP10-16T1-AUX	CERAGON			

**PROPOSAL FORM**

DESCRIPTION	PART NUMBER	Manufacture	VERIFIABLE LIST PRICE	PROPOSED DISCOUNT	TOTAL COST TO THE COUNTY
<b>18GHZ INDOOR UNIT</b>					
IP10 IDU ETHERNET 16T1 EOW	CER-IP10-16T1-AUX	CERAGON			
<b>23 GHZ IDU</b>					
IP10 IDU ETHERNET 16T1 EOW	CER-IP10-16T1-AUX	CERAGON			
<b>6GHZ OUTDOOR UNITS</b>					
RFU-C 6GHZ TX HIGH	CER- RFU-C-6-TH	CERAGON			
RFU-C 6GHZ TX LOW	CER- RFU-C-6-TL	CERAGON			
<b>11GHZ OUTDOOR UNITS</b>					
11 GHZ HI BAND HIGH TX	CER-RFU-CX1M-F-11-H-TH	CERAGON			
11 GHZ HI BAND LOW TX	CER-RFU-CX1M-F-11-H-TL	CERAGON			
11 GHZ LOW BAND HIGH TX	CER-RFU-CX1M-F-11-L-TH	CERAGON			
11 GHZ LOW BAND LOW TX	CER-RFU-CX1M-F-11-L-TL	CERAGON			
<b>18 GHZ OUTDOOR UNITS</b>					
18GHZ ODUXBAND TXHIGH	CER-RFU-CX1-F-18-TH	CERAGON			
18GHZ ODUXBAND TXLOW	CER-RFU-CX1-F-18-TL	CERAGON			
<b>23 GHZ OUTDOOR UNITS</b>					
23GHZ ODU HI BAND HI TX	CER-RFU-CX1M-F-23-H-TH	CERAGON			
23GHZ ODU HI BAND LOW TX	CER-RFU-CX1M-F-23-H-TL	CERAGON			
23 GHZ ODU LOW BAND LOW TX	CER-RFU-CX1M-F-23-L-TL	CERAGON			
23 GHZ ODU LOW BAND HIGH TX	CER-RFU-CX1M-F-23-L-TH	CERAGON			

**PROPOSAL FORM**

DESCRIPTION	PART NUMBER	Manufacture	VERIFIABLE LIST PRICE	PROPOSED DISCOUNT	TOTAL COST TO THE COUNTY
<b>CERAGON MICROWAVE EQUIPMENT - IP20</b>					
<b>6 GHZ ODU</b>					
6 GHZ TX HI	CER-IP20C-D-6x-xxxx-xxx-H-ESX-M	CERAGON			
6 GHZ TX LOW	CER-IP20C-D-6x-xxxx-xxx-L-ESX-M	CERAGON			
<b>11 GHZ ODU</b>					
11 GHZ TX HI	CER-IP20C-D-11-xxx-xWx-H-ESX-M	CERAGON			
11 GHZ TX LOW	CER-IP20C-D-11-xxx-xWx-L-ESX-M	CERAGON			
<b>18 GHZ ODU</b>					
18 GHZ HI BAND TX HI	CER-IP20C-D-E-18-H-ESX-M	CERAGON			
18 GHZ HI BAND TX LOW	CER-IP20C-D-E-18-L-ESX-M	CERAGON			
18 GHZ MID BAND TX HI	CER-IP20C-D-F-18-H-H-ESX-M	CERAGON			
18 GHZ MID BAND TX LOW	CER-IP20C-D-F-18-H-L-ESX-M	CERAGON			
18 GHZ LOW BAND TX HI	CER-IP20C-D-F-18-L-H-ESX-M	CERAGON			
18 GHZ LOW BAND TX LOW	CER-IP20C-D-F-18-L-L-ESX-M	CERAGON			
<b>23 GHZ ODU</b>					
23 GHZ HI BAND TX HI	CER-IP20C-D-E-23-H-ESX-M	CERAGON			
23 GHZ HI BAND TX LOW	CER-IP20C-D-E-23-L-ESX-M	CERAGON			
23 GHZ MID BAND TX HI	CER-IP20C-D-F-23-H-H-ESX-M	CERAGON			
23 GHZ MID BAND TX LOW	CER-IP20C-D-F-23-H-L-ESX-M	CERAGON			
23 GHZ LOW BAND TX HI	CER-IP20C-D-F-23-L-H-ESX-M	CERAGON			
23 GHZ LOW BAND TX LOW	CER-IP20C-D-F-23-L-L-ESX-M	CERAGON			

**PROPOSAL FORM**

DESCRIPTION	PART NUMBER	Manufacture	VERIFIABLE LIST PRICE	PROPOSED DISCOUNT	TOTAL COST TO THE COUNTY
OMT KIT (6, 11, 18, 23 GHZ [x])	CER-IP20C_OMT_KIT_xG	CERAGON			
OMT INTERFACE (6, 11, 18, 23 GHZ [x])	CER-IP20Cx-OMT-INT-A	CERAGON			
SPLITTER KIT (6, 11, 18, 23 GHZ [x])	CER-IP20C_SPLT-KIT-Xg	CERAGON			
DUAL COUPLER KIT (6, 11, 18, 23 GHZ [x])	CER-IP20C_DUAL_CPLR_KIT_Xg	CERAGON			
DUAL COUPLER KIT SHORT	CER-IP20C_DUAL_CPLR_SHORT	CERAGON			
<b>CERAGON FA2000 4.9GHZ 50MBPS</b>					
FibeAir FA2000 IDU-C 2xEth	20-48-IDUC-2FE-DC	CERAGON			
IDU-C Power Supply 48 VDC to US-AC Plug	20-PS-C-AC-2	CERAGON			
FibeAir FA2000 ODU Mimo 100 BTX w/Integrated 12" Antenna	20-O-100M-FCC-49	CERAGON			
FibeAir FA2000 ODU Mimo 100 BTX Connectorized	20-O-100M-FCC-49-EX-AM	CERAGON			
24" Dual Polarity Antenna	RPD2-54-NW/DSD2	CERAGON			
CABLE 5M 16T1	CER-IP10-CBL-16T1-5M	CERAGON			
RFU-C REMOTE MOUNT ADAPTER 6 GHZ	CER- RFU-C6-RM_MIL	CERAGON			
RFU-C REMOTE MOUNT ADAPTER 11 GHZ	CER- RFU-C10-11-RM_MIL	CERAGON			
RFU-C REMOTE MOUNT ADAPTER 18 GHZ	CER- RFU-C18-RM_MIL	CERAGON			
RFU-C REMOTE MOUNT ADAPTER 23 GHZ	CER- RFU-C23-RM_MIL	CERAGON			
POLE M RFU-C OUNT KIT	RFU-C-POLEMOUNT	CERAGON			
6GHZ, 4 FT FLEXIBLE WAVEGUIDE	CER-WAVEGUIDE-6H-4FT	CERAGON			
11GH, 4 FT FLEXIBLE WAVEGUIDE	CER-WAVEGUIDE-11-4FT	CERAGON			
18GH, 4 FT FLEXIBLE WAVEGUIDE	CER-WAVEGUIDE-18-4FT	CERAGON			
23GH, 4 FT FLEXIBLE WAVEGUIDE	CER-WAVEGUIDE-23-4FT	CERAGON			

**PROPOSAL FORM**

DESCRIPTION	PART NUMBER	Manufacture	VERIFIABLE LIST PRICE	PROPOSED DISCOUNT	TOTAL COST TO THE COUNTY
<b>CERAGON LICENSES / SOFTWARE FOR IP-10</b>					
ADAPTIVE CODING AND MODULE					
	CER-IP10-SL-ACM	CERAGON			
100 MBPS LICENSE	CER-IP10-SL-CAP-100	CERAGON			
200 MBPS LICENSE	CER-IP10-SL-CAP-200	CERAGON			
300 MBPS LICENSE	CER-IP10-SL-CAP-300	CERAGON			
CAP ALL LICENSE	CER-IP10-SL-CAP-ALL	CERAGON			
<b>CERAGON LICENSES / SOFTWARE IP-20</b>					
ADAPTIVE CODING AND MODULATION	CER-IP20-SL-ACM	CERAGON			
100 MBPS LICENSE	CER-IP20-SL-CAP-100	CERAGON			
200 MBPS LICENSE	CER-IP20-SL-CAP-200	CERAGON			
225 MBPS LICENSE	CER-IP20-SL-CAP-225	CERAGON			
250 MBPS LICENSE	CER-IP20-SL-CAP-250	CERAGON			
300 MBPS LICENSE	CER-IP20-SL-CAP-300	CERAGON			
350 MBPS LICENSE	CER-IP20-SL-CAP-350	CERAGON			
400 MBPS LICENSE	CER-IP20-SL-CAP-400	CERAGON			
450 MBPS LICENSE	CER-IP20-SL-CAP-450	CERAGON			
500 MBPS LICENSE	CER-IP20-SL-CAP-500	CERAGON			
MIMO	CER-IP20-SL-MIMO	CERAGON			
ENHANCE COMPRESSION	CER-IP20-SL-EC	CERAGON			
UNIT SYNCHRONIZATION	CER-IP20-SL-US	CERAGON			
XPIC	CER-IP20-SL-XPIC	CERAGON			
MULTI-CARRIER ABC	CER-IP20-SL-MC	CERAGON			
SMART PIPE	CER-IP20-SL-SP	CERAGON			

**PROPOSAL FORM**

DESCRIPTION	PART NUMBER	Manufacture	VERIFIABLE LIST PRICE	PROPOSED DISCOUNT	TOTAL COST TO THE COUNTY
<b>POWER SUPPLIES/UPS</b>					
-48Vdc Battery Module w/4-Amp Hour Capacity	Newmar BATTERY TRAY-19	NEWMAR			
NewMar-Integrated Power System-48V	NEWIPS-48-11	NEWMAR			
DuraComm Corp. - Rack Supply, 3.2A/48-56V	RMSL 3-48	DURACOMM			
<b>MISCELLANEOUS PARTS</b>					
24 Port Signamax Cat 5E Patch Panel	24458MD-C5E	SIGNAMAX			





**ATTACHMENT "C"**  
**RFP # 5697**  
**Piggyback Agreement**

RFP: # 5703

Title of RFP: Wireless Microwave Equipment

RFP Close Date: October 09, 2013

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivision of public corporation of California) located in Ventura County shall have the option to participate in any agreement created as a result of this Invitation to Bid with the same terms and conditions as to the price of the product.

The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to VENDOR.

Bidder's agreement, or failure to agree, to the "piggyback" agreement will not be a factor in award of the Bid.

Check one of the following:

- The prices, terms, and conditions in our Bid/proposal are not extended to any other agency.
- I hereby agree to extend all prices, terms, and conditions of my bid/proposal to any other public agency located in Ventura County with the following exception(s) noted on attached.
- I hereby agree to extend all prices, terms, and conditions of my bid/proposal to any other public agency located in Ventura County with no exceptions.

BY: \_\_\_\_\_ COMPANY: \_\_\_\_\_

SIGNED: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_